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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

MR. JUSTICE DENMAN, who, after the 15th inst., will cease to act as Vacation Judge, is determined, so far as he is able to control matters, not to leave any arrears for his successor. On Wednesday last the learned judge sat until after half-past seven o'clock, having, in spite of the difficulty resulting from the want of light in the court, disposed of several important matters, but nevertheless leaving a tolerably full paper for Friday. He is understood to have expressed his intention to sit till ten o'clock at night next Wednesday rather than not get through his paper.

THE VACATION JUDGES have certainly reason to complain of the parsimony or thoughtlessness of the authorities of the Royal Courts of Justice. In consequence of Mr. Justice DENMAN's late sitting on Wednesday the Vacation Court appears to have been plunged in almost total darkness, though candles and lamps were lent to the counsel actually engaged. It is, perhaps, scarcely to be expected that the electric light machinery should be set in motion on the chance of a late sitting on a Wednesday, but some provision ought undoubtedly to be made against that contingency, if only for the protection of members of the profession against pickpockets in the court or corridor.

THE NEW ord. 22, r. 17, will be welcomed by many persons whose money, invested in any of the ways hitherto sanctioned by the court as interest producing-funds, has been bringing in an income of only 3 per cent., now reduced to 2½, and hereafter to be reduced to 2 per cent. How far the judges will go in allowing investments in Local Loans Stock it is impossible to predict, but there is little doubt that many persons who now derive only a limited income from funds in court will be tempted to ask for some investment producing between one and two per cent. more than their money now produces. Should the court favour these and other investments, such as railway debenture and preference stocks, a considerable rise in the prices of these securities may be expected, so that in a short time the premium required in the market would greatly reduce the value of the change. It is, therefore, probable that considerable caution will be exercised by the judges before sanction is given to an investment which could only be effected by the purchase of securities greatly above par, and which might afterwards have to be realised at a loss. The expense, too, of changing the investment of money in court is considerable, involving, as it does, the cost of an application at chambers or in court, besides the brokerage on the sale of one stock and investment in another. At the same time, it may be expected that a limited number of suitors whose funds are already in court may be able to receive benefit by the new rule, and that many applications will be made for investment of money coming into court in some of the newly-sanctioned securities.

THE REVERSAL by the Court of Appeal in *Otway v. Otway* (13 P. D. 141) of the decision of Mr. Justice BUTT caused very little surprise. Upon the hearing of cross petitions for dissolution of marriage it appeared that both parties had been guilty of adultery, but, the husband having also been guilty of cruelty of an aggravated character, Mr. Justice BUTT, having in view the protection of the children, pronounced a decree for judicial separation in favour of the wife. The question, whether a petitioner who has been guilty of adultery is disentitled to a judicial separation, turned upon the construction of section 31 of the Divorce Act, 1867 (20 & 21 Vict. c. 85), which empowers the court to grant

that relief in all cases in which a decree for a divorce *a mens et thoro* might have been pronounced by the ecclesiastical courts. Section 17 also enacts that the court pronouncing a decree for a judicial separation must be "satisfied . . . that there is no legal ground why the same should not be granted," and section 22 directs the Court of Divorce established by the Act, in all suits and proceedings "other than proceedings to dissolve any marriage," to "proceed and act and give relief on principles and rules which in the opinion of the said court shall be as nearly as may be conformable to the principles and rules on which the ecclesiastical courts have heretofore acted and given relief." Lord Justice COTTON held that the present case, although the wife had originally prayed for a dissolution of the marriage, must be treated as falling within section 22, and, in the absence of any decision of the ecclesiastical courts which threw any light on the question, he followed and approved the decision of Sir CRESSWELL CRESSWELL in *Drummond v. Drummond* (30 L. J. P. M. & A. 177), that a wife who has been guilty of adultery cannot obtain even a judicial separation, and he expressed an opinion that the true principle was, that a wife, after committing adultery, cannot be considered an innocent party in any matrimonial suit, whatever relief may be sought.

THE NEW RULES, which are to come into operation on the 24th of October next, and which may be cited either as the Rules of the Supreme Court, August, 1888, or each rule separately with reference to its place among the R. S. C., 1883, effect two alterations in addition to those to which we referred last week. Ord. 45, r. 1, allows a garnishee order to be made against "any other person" who is indebted to the debtor. In *Walker v. Rooke* (6 Q. B. D. 631) it was decided that this did not allow of such an order being made against a firm, but only against the partners in their own names. This very inconvenient restriction is removed by a rule which will come at the end of the order as rule 10, and by which it is provided that the words "any other person" in rule 1 shall include a firm any member of which is resident within the jurisdiction, and that a garnishee order may be made against such firm in the name of the firm. An appearance by any partner while within the jurisdiction is to be a sufficient appearance by the firm. The remaining alteration is due to representations which have been made to the Lord Chancellor by the Council of the Incorporated Law Society, and which are referred to in their annual report (*ante*, p. 631). Ord. 46, r. 2, of the R. S. C., 1883, abolished writs of *distringas* issued under 5 Vict. c. 5, s. 5, and substituted for them notice of *distringas* duly given according to the subsequent rules. By rule 3 the stock, which such notice was to affect, included "shares, securities, and money"; but section 4 of the above Act, which regulated restraining orders of the Court of Chancery, applied only to shares and the *dividends* on them. Hence it would seem that rule 3, so far as it allowed a *distringas* notice to be served with regard to money, was invalid. The effect of the rule was shown some time ago in a case quoted in the council's annual report, where a *distringas* was placed on a current banking account. The new rule, to be known as ord. 46, r. 3a, brings back the procedure to its statutory limit, and provides that in rule 3 the words "dividends thereon" shall be substituted for the word "money."

THE QUESTIONS as to the law regulating public rights of way which were raised before the Court of Appeal in *Grand Junction Canal Co. v. Petty* (36 W. R. 795, 21 Q. B. D. 273) are of some interest. The canal company brought an action of trespass against the three defendants, who had broken down a gate in exercise of an alleged public right of way to and along the canal towing-path, which passed over land originally acquired by the company under statutory powers. The jury found that there had been such user as shewed a dedication of the towing-path by the company, and the Queen's Bench Division had upheld a verdict and judgment for the defendants. It was argued on behalf of the defendants that the judge at the trial ought to have directed the jury that there could be no dedication of the right of way to the public unless there was some act manifesting an intention to dedicate, and that the land forming the towing-path could not be dedicated to any purpose other than that for which the Legislature had empowered the company to use it. The Master of the Rolls pointed out that the

conditions of dedication of a right of way were, that the dedication should be intentional, and that it should have been accepted by the public. He saw no reason for holding that a statutory body was incompetent to make such a dedication, and *Rex v. Leake* (5 B. & A. 469) shewed that the towing-path could be dedicated to the public if public use of it was not inconsistent with the purposes for which the company originally acquired the land. He added that it must be taken that there was only a limited dedication, since the public must use the towing-path in such a manner as not to interfere with the company's use of the canal. Lord Justice LINDLEY distinguished the case of *Mulliner v. Midland Railway Co.* (27 W. R. 330, 11 Ch. D. 611), which had been relied upon by the plaintiffs' counsel, pointing out that in that case the railway arch through which the plaintiff claimed a right of way was intended to be used by the railway company for warehousing purposes, and that such user was held by the late Master of the Rolls to be within the statutory powers of the company, and inconsistent with the right of way set up by the plaintiff.

THE RECENT DECISION of Mr. Justice KEKEWICH in *Tyars v. Alsop* (36 W. R. 919) disposed of several questions in connection with the law as to gifts. The defendants had acted as solicitors for a Miss GRAHAM, for whom they recovered a sum of over £4,000 by the compromise of an action, as well as £100 for their own costs, and by whom, as they were alleged, they were authorised to retain for themselves out of the money so recovered the sum of £1,000 as a special gift. About three years afterwards, the relationship of solicitor and client having in the meantime ceased to exist, Miss GRAHAM solicited and obtained a loan of £10 from one of the members of the firm, on which occasion she stated that she did not intend to reclaim the £1,000, although she had been advised to do so. She died about a year afterwards, but shortly before her death she had obtained, through another solicitor, a statement of account from the defendants. After her death her mother sued, as her administratrix, to set aside the gift on the ground of undue influence, and to recover the £1,000, with interest; and, the mother having died, an order of revivor was made in favour of the husband of the latter, as administrator *de bonis non* of Miss GRAHAM's estate. The first question arose out of the relationship of solicitor and client, and Mr. Justice KEKEWICH referred to *Morgan v. Minett* (25 W. R. 744, 6 Ch. D. 638), where Vice-Chancellor BACON laid down that, "while the relation of solicitor and client subsists, the solicitor cannot take a gift from his client." Such a gift could only be sustained where, after the confidential relation had ceased, the client had released his right to set aside the gift; but, in the present case, neither the acceptance by Miss GRAHAM of the defendants' account nor the interview at which she borrowed the £10 furnished evidence of such a release, especially as the loan did not appear to have been made conditional on her not reclaiming the £1,000. Next, assuming that she had retained her right to recover the money, her death had made no difference, and her personal representative could maintain the action. On this point Mr. Justice KEKEWICH distinguished *Mitchell v. Homfray* (29 W. R. 558, 8 Q. B. D. 587), which was a case of a gift by a patient to a medical adviser, and where the latter had, in the opinion of the Court of Appeal, finally determined, after the confidential relation was at an end, to abide by the gift. The last question was as to delay, the gift having been made in 1880, and the donor having died in 1883; but Mr. Justice KEKEWICH held that, since her right of revocation had not been released at the time of her death, the right of action had been kept alive. It will be remembered that in *Allead v. Skinner* (35 W. R. 424), where the plaintiff sought to set aside, on the ground of undue influence, a gift of property to a religious sisterhood, Mr. Justice KEKEWICH held that she could not recover any money expended on behalf of that body while she was a member of it, but that the majority of the Court of Appeal (36 W. R. 251, 36 Ch. D. 145) upheld his decision on another ground—namely, that a delay of about twelve years, during the first five years of which period the plaintiff had remained a member of the sisterhood, was a bar to the action.

TWO CASES involving questions of matrimonial domicile came before the President of the Probate, Divorce, and Admiralty Division during the past legal year, although in each case the

decision turned more or less on questions of fact. In *Turner (otherwise Thompson) v. Thompson* (36 W. R. 702, 13 P. D. 36) a wife sought a decree of nullity of marriage on the ground of impotence. The petitioner was a British subject, and was married in England to a domiciled subject, and officer in the navy, of the United States, and the parties cohabited in America for about six years, when the respondent obtained in an American court a decree dissolving the marriage on the ground of the respondent's impotence, that being the form of relief granted in such cases in the United States. She then returned to England, and after about seven years' residence here she instituted the present suit. The case being undefended, the court had directed the Queen's Proctor to instruct counsel, and the question of jurisdiction was argued by the Attorney-General. The petitioner's counsel argued that, there having been no valid marriage, the petitioner never acquired the respondent's American domicile, so that the American court had no jurisdiction to dissolve or annul the marriage, which was still subsisting; but the president held that an English court had no jurisdiction, because the marriage had been absolutely dissolved by the American court. According to the rule laid down by the House of Lords in *Harvey v. Farnis* (31 W. R. 433, 8 App. Cas. 43), the marriage was *prima facie* an American one, because the husband was domiciled in the United States. If the parties had remained in England it might possibly have been argued, on the authority of *Niboyet v. Niboyet* (27 W. R. 203, 4 P. D. 1), that an English court had jurisdiction; but the petitioner went to America directly after the marriage, and so acquired a complete domicile there. A woman on her marriage would in all cases acquire her husband's domicile, but in the present case the petitioner took up her permanent abode in the country where the respondent was domiciled, and actually sought and obtained relief from an American court. There was, therefore, nothing to oust the jurisdiction of that court, and there was now no marriage upon which an English court could adjudicate. The result of the case was, no doubt, satisfactory to the petitioner, who only required relief in this country on the assumption of the invalidity of the American decree. *D'Etchehoyeu v. D'Etchehoyeu* and *D'Etchehoyeu* (13 P. D. 132) was a husband's suit for dissolution of marriage. The petitioner was born in France of French parents, with whom he came to England when he was about ten years old, and twelve years later his father became a naturalised Englishman. In the meantime the petitioner had gone to Canada, where, shortly after attaining the age of twenty-one, he bought a farm, which he occupied for about six years, and during that period he voted at Canadian elections and served in the colonial volunteers. In 1878 he was married to the respondent at Quebec, and in 1883 he let his farm, which he had settled on his wife, and brought his wife and children to England, and for nearly two years he lived with his father in London. He had since paid several visits to Canada, but solely, as he alleged, in connection with the re-letting of the farm. The adultery was alleged to have been committed in England in 1886 and 1887. The wife had appeared under protest and presented an act on petition, and filed affidavits denying the jurisdiction. Her counsel alleged that the petitioner's domicile was French, or else that he had acquired a domicile in Canada by purchasing land and settling and carrying on business there, and exercising the privileges and duties of a Canadian citizen. It was urged that, according to *Niboyet v. Niboyet*, the jurisdiction of the court depended on the matrimonial home, and also that, according to *Yelverton v. Yelverton* (8 W. R. 134, 1 Sw. & Tr. 574), the petitioner's occasional visits to England could give the court no jurisdiction, because he had done nothing to acquire an English domicile; but Sir JAMES HANSEN overruled the act on petition. He pointed out that the naturalisation of the father had thrown the burden of proof on those who denied the English domicile of the son. The purchase of the farm would, if it stood alone, be strong evidence of an intention to acquire a Canadian domicile; but though a man might, of course, acquire a new domicile without knowing it, the evidence must be very strong to rebut the petitioner's own sworn statements that he never intended to abandon his English domicile or to settle permanently in Canada. All his statements appeared to be *bona fide*, and since he had relinquished his farming business five years ago, and had not been accompanied by his wife on his subsequent visits to Canada, it must be taken that he had fixed his matrimonial home in England, and therefore the jurisdiction of the court was not excluded.

PRIORITY OF SOLICITORS' CHARGING ORDERS AND LIEN.

THE Court of Appeal has, on two recent occasions, had to determine the right to priority of a solicitor's charging order under section 28 of the Solicitors Act, 1860 (23 & 24 Vict. c. 127), in one case in competition with a claim for rent in a bankruptcy, and in the other in competition with the rights of a mortgagee. The Exchequer Division in Ireland has also, in *Cormick v. Ronayne* (22 L. R. Ir. 140), dealt with a similar question as to the priority of a solicitor's lien. In that case a judgment creditor had by a garnishee order attached a sum of money due to the judgment debtor from an opposite party in an action in respect of the costs of an interlocutory application, and it was held that the garnishee order could not prejudice the lien of the solicitor of the judgment debtor for his costs of the action.

In *Ex parte Brown, In re Suffield* (36 W. R. 584, 20 Q. B. D. 693), after a judgment in a partnership action for dissolution and an account, both the plaintiff and the defendant were adjudicated bankrupts. The plaintiff's solicitor afterwards obtained from Cave, J., as Judge in Bankruptcy, a charging order for his costs on the assets in the receiver's hands as property recovered or preserved by him in the partnership action, and the order was entitled in the bankruptcy, in the action, and in the matter of the Solicitors Act and of the solicitor; but, before the taxed costs had been paid under the charging order, an application was made to the receiver for rent due from the partners. The receiver applied for directions as to the application of the assets in his hands to Cave, J., who, having made the charging order without being aware of the claim for rent, held that the landlord's claim was entitled to priority, and varied his former order by directing that the landlord should be paid in full, the balance in the receiver's hands to be paid to the plaintiff's solicitor. This second order was set aside by the Court of Appeal, on the ground, first, that Cave, J., had no jurisdiction to reopen the question, or to vary his first order, which he had made as a judge of the High Court and in the exercise of his jurisdiction under the Bankruptcy Act, 1883. Apart from this question, the Court of Appeal held that the charging order was entitled to priority. The Master of the Rolls pointed out that the solicitor had clearly preserved property within the Act, and that a succession of cases had decided that a charging order had priority over any other claim, so long as the fund which was charged had not been paid over. He referred to *Shippey v. Grey* (28 W. R. 877), where he had concurred with Bramwell and Baggallay, L.JJ., in holding that a solicitor's lien was entitled to priority over an *ex parte* garnishee order, on the ground that the court would consider that which the solicitor had a right to have done as done. He also referred to *Dallow v. Garrold* (33 W. R. 219, 14 Q. B. D. 543), where, although the charging order had been obtained after notice of the service of a garnishee summons, the Court of Appeal held that the order was entitled to priority, and where he himself had declined to hold that any person *bond fide* issuing a garnishee summons would be a "*bond fide* purchaser for value without notice" within section 8 of the Solicitors Act, 1860, and Lindley, L.J., had laid down that a judgment creditor was no more a "purchaser" within that Act than he was within the 27 Eliz. c. 4. The latter judge also pointed out, in *Ex parte Brown*, that the right of distress could not give the landlord any priority in a bankruptcy as against a charging order, because in default of exercising such right he could not follow any property off his land.

In *Macfarlane v. Lister* (37 Ch. D. 88) the facts were more complicated, and there were also questions as to the right of a London agent to participate in the benefit of a charging order. The plaintiff in a pending redemption action had mortgaged his equity of redemption to A., whose solicitor was also the plaintiff's solicitor in the action. A dock company had previously given notice of its intention to take, under compulsory powers, the property which was the subject of the mortgage, but the price had not been agreed upon. On the day of the mortgage to A. the plaintiff signed and handed to the latter a letter directing his solicitor and the London agents of the latter to pay off A.'s mortgage out of the first moneys coming into their hands in respect of the purchase by the dock company. The price of the land to be so purchased was settled by an arbitration, in which the London agents acted as solicitors for the plaintiff, and the purchase-money was carried to

the credit of the redemption suit, and there was found to be a surplus after the original mortgage had been paid off. The plaintiff's solicitor and his London agents applied for a charging order on the balance for their costs of the redemption action and of the arbitration; but the Court of Appeal, affirming the order of Stirling, J., with a variation, refused the application, holding (1) that, though the fact that the same solicitor had acted for the plaintiff and for the mortgagee would not disentitle him to a charging order, the handing over to the mortgagee of the letter directing the solicitors to pay off the mortgage had deprived the charging order of priority over the mortgagee; and, further, that the London agents were not entitled to the benefit of the charging order. There was thus no doubt thrown on the operation of the charging order itself, and the succession of authorities which have so liberally interpreted the section in question is not likely to be interrupted.

ON THE DURATION OF POWERS AND TRUSTS FOR SALE.

IV.

TRUSTS FOR SALE.

An indefinite trust for sale does not offend against the rule as to perpetuities, provided that it commences either immediately or within the time allowed by the rule: *Re Tweedie and Miles* (27 Ch. D. 315); the moment that it becomes exercisable it produces in equity its full effect in changing the nature of the property from realty to personalty: *Griffith v. Ricketts* (7 Ha. 299), *Clarke v. Frankling* (4 K. & J. 257); an effect which lasts till all the persons beneficially entitled to the property manifest their intention to take it in its existing state, or till the property vests absolutely in some one person, or, as it is sometimes called, till it is at home: *Cooke v. Cookson* (12 Cl. & Fin. 121), *Pulteney v. Darlington* (1 Br. Ch., at p. 237; same case, 7 Br. P. C. 530); in which case it will, on his death, devolve according to its existing state. The reason is obvious, for it will be observed that, if the trust for sale ceased to be exercisable owing to lapse of time only, it would be in the power of the trustees to alter the devolution of the property by neglecting to exercise a power, a result which would be absurd: *Lechmere v. Carlisle* (3 P. W. 211), *Walker v. Shore* (19 Ves. 387), *Hawkins v. Chappel* (1 Atk., at p. 623). It should perhaps be observed that a trust for sale is not destroyed by the property vesting in several persons unless they elect to take it unconverted: *Biggs v. Peacock* (22 Ch. D. 284), *Re Tweedie and Miles* (27 Ch. D. 315).

Two questions present themselves—first, who can elect, and, second, what acts amounts to an election to take the property as land?

"Where money is given to be laid out in land which is to be conveyed to A., though there is no gift of the money to him, yet in equity it is his, and he may elect not to have it laid out: and so on the other hand, where land is given upon a trust to sell and to pay the produce to A., although no interest in the land is expressly given to him, in equity he is the owner, and the trustee must convey as he shall direct. If there are also other purposes for which it is to be sold, still he is entitled to the surplus of the price as the equitable owner subject to those purposes; and if he provides for them, he may keep the estates unsold. There cannot, in reason, be any difference whether the benefit to arise from the sale is given in one shape or the other: that of the money to be produced by the sale; or of other land to be purchased by that money": *per* Sir W. Grant, M.R., *Pearson v. Lane* (17 Ves., at p. 104).

It has been decided, *Saeley v. Jago* (1 P. W. 389), that where money directed to be laid out in the purchase of land for the benefit of persons as tenants in common, any one of the beneficiaries can elect to have his share of the money paid out to him without going through the form of having an investment in land, and it might be thought that the same rule applied to land directed to be sold; but this view is erroneous, and no one of the beneficiaries can elect to take his share of the land unconverted without the concurrence of the others: *Holloway v. Radcliffe* (23 Beav. 163), *Biggs v. Peacock* (22 Ch. D. 284); as, if this was allowed, the person who did not consent (who, it will be observed, would, by the transaction, become entitled to the proceeds of sale

of an undivided share of the land instead of to a share in the proceeds of the sale of the entirety), would be prejudiced owing to the difficulty in obtaining a purchaser for an undivided share of land.

Who can elect.—An infant cannot elect either to take money which is liable to be laid out in the purchase of land: *Curr v. Ellison* (2 Br. Ch. 56), *Seeley v. Jago* (1 P. W. 389), *Earlom v. Saunders* (Amb. 241), *Re Harrop's Estate* (3 Drew. 726); or to take land which ought to be sold: *Fan v. Barnett* (19 Ves. 102); without conversion. The court, however, can elect for him: *Robinson v. Robinson* (19 Beav. 494).

A married woman can elect to take either money instead of land or land instead of money. In *Standerling v. Hall* (11 Ch. D. 653), *Cunningham v. Moody* (1 Ves. sen. 174), *Binford v. Bauden* (1 Ves. jun. 512), *Re Hayes* (9 W. R. 769), *Re Tyler* (8 W. R. 540), and *Re Robins* (27 W. R. 705), money standing in court which was land in equity was ordered to be paid out to a married woman on her separate examination without deed acknowledged, but in *Re Belt's Estate* (25 W. R. 901) the wife was required to acknowledge a deed before the money was paid out to herself and her husband. It may perhaps be laid down as a general rule that a married woman can elect to take real estate unconverted without deed acknowledged: *Re Davidson* (11 Ch. D. 341); see also *Barrow v. Barrow* (4 K. & J. 409).

Lunatics.—We can find no authority as to the power of the court or the committee to elect on the behalf of a lunatic. The Lunacy Regulation Act, 1853 (16 & 17 Vict. c. 70), which applies to lunatics so found by inquisition only, appears to contain no provisions enabling election to be made on behalf of a lunatic to retain land as realty where it is subject to a trust for conversion, but there appears to be no doubt that the trustees might safely postpone the sale with the leave of the beneficiaries who were *sui juris*, and the sanction of the court on behalf of the lunatic, which, it will be remembered, is a very different thing from electing on the behalf of the lunatic to take the property unconverted. On the other hand, where money is impressed with a trust for investment in the purchase of land, it appears that, in order to avoid circuity of selling the lunatic's share of the land under the statutory powers as soon as the entirety is purchased, the court can elect on his behalf to take the land as money.

Reversionary interests.—*Stead v. Newdigate* (2 Mer. 521) is sometimes cited as an authority that no election can be made by a person whose interest is reversionary, but all that was decided by that case was that no election was, in fact, made by a person whose interest happened to be reversionary.

While it is perfectly clear that it is competent for any person who is entitled to a vested remainder: *Crabtree v. Bramble* (3 Atk. 679); or a contingent remainder: *Meek v. Devenish* (6 Ch. D. 566); in fee simple to elect, while his interest remains reversionary, to retain the property *in specie*, subject, of course, to the contingency of the nature of the property being changed before his interest falls into possession, it is not possible for persons whose united estates are less than the fee to make an election binding on the persons becoming entitled to the fee: *Sisson v. Giles* (3 De G. Jo. & S. 614).

What amounts to election.—Slight circumstances are sufficient to raise the presumption that the owner of the property elects to take it in its actual state, and, in the absence of other circumstances, the fact that he did, for a great length of time, preserve the property in its actual state will be sufficient to induce the court to come to this conclusion: *Dixon v. Gayfers* (17 Beav. 433).

The following circumstances have been considered as manifesting an intention to retain the property as land:—Where the beneficiaries laid out money in improvements: *Mutlow v. Bigg* (1 Ch. D. 385), *Griesbach v. Fremantle* (17 Beav. 314); that they took possession of the title deeds: *Davies v. Ashford* (15 Sim. 42), *Griesbach v. Fremantle* (17 Beav. 314), *Potter v. Dudeney* (56 L. T. 395); where they granted a lease: *Mutlow v. Bigg* (1 Ch. D. 385); and that even while the interest of the beneficiary was reversionary: *Crabtree v. Bramble* (3 Atk. 679); or changed a yearly tenant: *Re Gordon* (6 Ch. D. 531). The time during which the property was retained in its unconverted state was during the lifetime of the beneficiaries in *Davies v. Ashford* (15 Sim. 42), *Griesbach v. Fremantle* (17 Beav. 314), *Re Gordon* (6 Ch. D. 531), *Potter v. Dudeney* (56 L. T. 395), and during fifty years in *Mutlow v. Bigg* (1 Ch. D. 385).

On the other hand, the fact that a lease of the property contained an option to the tenant to purchase was held to rebut the presumption which otherwise would have arisen that the beneficiary had elected to take the property in its actual state: *Re Lewis* (30 Ch. D. 654).

Where all the trustees for sale had died, and one of the beneficiaries entered into possession and received the rents, and divided them according to the trusts, and died in three and a half years, it was held that the election to retain the property as land had not been shewn: *Brown v. Brown* (33 Beav. 399). In *Sharp v. St. Sauveur* (L. R. 7 Ch. 343) it was held that an agreement for partition, entered into about a month after the owners of land had conveyed it on trust for sale, put an end to the trust.

LEGISLATION OF THE YEAR.

RAILWAY AND CANAL TRAFFIC.

51 & 52 VICT. c. 20.—RAILWAY AND CANAL TRAFFIC ACT, 1888.

This Act, which has been much amended and enlarged during its passage through Parliament, contains four parts, dealing with (1) the establishment of a new "Railway and Canal Commission"; (2) the amendment of the law of traffic facilities and undue preference; (3) canals; and (4) such "miscellaneous" matters as the expenses of local authorities, the appearance of parties by solicitor and counsel, (section 50), and the status of Parliamentary agents before the new commission (section 51).

The present Railway Commissioners, it will be remembered, are three in number, one being, by the Act of 1873, "of experience in the law," and the others, by the same Act, "of experience in railway business." The new commission is to consist of one *ex-officio* Commissioner for each of the three countries of the United Kingdom, who is to be a judge of a superior court, and two "appointed commissioners," of whom one is to be of experience in railway business. The two appointed commissioners will, if called upon, visit whichever of the three countries may happen to require their services; the *ex-officio* commissioners are not to be called upon to serve out of that part of the United Kingdom for which they are to be nominated. The central office will be in London, and the public sittings for English cases are (section 5, sub-section 2) to be at the Royal Courts of Justice "or at such other place as the Lord Chancellor may from time to time appoint." From the decisions of the commissioners there is to be an appeal on questions of law only, not, as under the Act of 1873, to the High Court or Court of Session and no further (see *Hall v. London, Brighton, and South Coast Railway Co.*, 17 Q. B. D. 230), but to a superior court of appeal (section 17); that is, in England and Ireland, to the Court of Appeal, with a further appeal *by leave*, where there has been a difference of opinion between any two superior courts of appeal, to the House of Lords—a provision, inserted at the last moment after considerable difference of opinion between the two Houses of Parliament, which it will be very difficult to work satisfactorily.

As regards traffic, there first comes an all-important provision (section 24) that every railway company is, within six months, to submit to the Board of Trade a "revised classification of *merchandise traffic* and the maximum rates and charges applicable thereto." That board is to publish the classification, &c., proposed, so as to allow objections to be made on behalf of the public. Out of the proposed classifications and the objections, and we presume also such official inner consciousness as they may possess, the board is to evolve, if possible, an "agreed classification," which is eventually to become law after passing through the stages of Provisional Order and Bill. If no agreement can be come to the Board of Trade has the power of settling the new classifications by initiations of its own. It is impossible to exaggerate the importance of these provisions. We think them deficient in not including passenger traffic, but perhaps the companies may see their way in comprehending this kind of traffic also in the Bills eventually to be passed.

Next we may mention a set of provisions by which the commissioners gain the power to enforce obedience to the special Acts of the companies (section 9), to order traffic facilities, notwithstanding agreements between companies (section 11), to award damage (section 12), and to make orders on one or more companies, with the power to compel such companies to make mutual agreements in aid of the object aimed at by such orders, thus getting rid of the effect of the decision—incorrect in our opinion—in *Toomer v. London, Chatham, and Dover Railway Co.* (2 Ex. D. 450), and to enforce through rates upon the application of any one of the public (section 25).

With regard to undue preference, the burden of proof that an unequal treatment is not undue is thrown upon the railway companies (section 27), and "group rates" are expressly sanctioned, provided "that the distances shall not be unreasonable, and that the group

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rates charged and the places grouped together shall not be such as to create an undue preference" (section 29)—a provision which leaves the law very much as it was. But by far the most important enactment upon this head is that of section 27, subsection 2, that—

No railway company shall make, nor shall the court or the commissioners sanction, any difference in the tolls, rates, or charges made for, or any difference in the treatment of, *home and foreign merchandise*, in respect of the same or similar services.

That such differences are now very frequently made is notorious, and the question of bringing them before the present Railway Commissioners has been over and over again discussed in the newspapers. Not a single case, however, has yet come before that tribunal. The provision which we have extracted above will, no doubt, encourage the various chambers of agriculture throughout the country, upon whom, as upon other public bodies, a *locus standi* is expressly conferred by section 7, to take vigorous action before the "Railway and Canal Commission" for the enforcement of their new rights.

Passing on to canals, we find that section 36 applies to them, "so far as applicable"—a modification to which it will be found hard to give accurate effect in practice—the provisions as to revised classification and undue preference to which railway companies are to be subject, and that section 38 gives the commission special powers of altering the tolls in the public interest where it is proved to their satisfaction that "the tolls levied on the traffic of merchandise on a canal are such as are calculated to divert the traffic from a canal to a railway."

By section 39 canal companies are to forward returns of their capital, revenue, expenditure, and profits to the Board of Trade, by section 40 that board gains a power of supervision of canal bye-laws, and by section 41 a power of inspection.

By section 43 canal companies may agree for through tolls amongst themselves; and by section 44 they may establish the clearing system, and have the benefit of the Railway Clearing Act, 1850 (13 & 14 Vict. c. xxxiii.).

Finally, by section 45 canal companies are empowered formally to abandon their undertakings under the supervision of the Board of Trade.

The miscellaneous provisions do not require comment, and it only remains to call attention to the facts (1) that the Act does not come into operation till the 1st of January, 1889; (2) that various rules and orders by the Board of Trade and other authorities will have to be made before that date; (3) that not only will the borough councils be freed from the foolish restrictions, imposed by section 13 of the Act of 1873, of a Board of Trade certificate as a condition precedent for the prosecution of a railway company, but that county councils, rural sanitary authorities, and justices in quarter sessions assembled are newly empowered to prosecute; and last, though not least, (4) that prohibition by which the action of the existing railways was, whether rightly or wrongly, so frequently hampered (see, e.g., *South-Eastern Railway Co. v. Railway Commissioners*, 6 Q. B. D. 506), is, by section 17, sub-section 6, with other indirect modes of appeal, completely abolished as a mode of questioning the proceedings of the "Railway and Canal Commission."

MERCHANT SHIPPING (LIFE SAVING APPLIANCES).

51 & 52 VICT. C. 24.—MERCHANT SHIPPING (LIFE SAVING APPLIANCES) ACT, 1888.

The matters with which this Act deals have hitherto been regulated by the Merchant Shipping Acts of 1854 and 1873, and the Passengers Act, 1855. Section 292 of the Act of 1854 required that all sea-going vessels should be supplied with boats of a certain number and size, according to the class of the ship as defined in the schedule. In addition to these there was to be a lifeboat if there were more than ten passengers, and in all cases there were to be two life-buoys. Section 293 imposed penalties for neglect of these requirements—viz., a penalty of not more than £100 upon the owner, if in fault, and upon the master in like case a penalty of not more than £50. Moreover, by section 294, if a ship was not duly equipped, no clearance was to be provided for it by any officer of customs. Section 27 of the Passengers Act, 1855, regulated afresh the number of boats to be carried by passenger ships, such number being determined according to the tonnage of the ship, and including a long boat and a lifeboat available for immediate service. Section 15 of the Merchant Shipping Act, 1873, authorised the Board of Trade to vary the requirements as to boats contained in section 292 of the Act of 1854. All these enactments, which have now become out of date, are repealed by the present Act, and in their place is introduced a system which will allow of continual development according to the progress of knowledge and invention in the matter of life-saving appliances.

Instead of specifying the new requirements in the Act itself, these are to be regulated from time to time by rules made by the Board of Trade, and to insure that such rules shall be practical a consultative committee is appointed to assist in framing them. Such being

the general nature of the Act, its actual provisions are naturally few and simple, and its efficacy will depend chiefly upon the subsequent requirements of the Board of Trade.

Section 1 imposes upon the owner and master of every British ship the duty of seeing that his ship is provided, in accordance with the rules under the Act, with such boats, life-jackets, and other appliances for saving life at sea as shall be best adapted for securing the safety of her crew and passengers. After this it is only necessary to provide for the making of the rules and their enforcement.

Section 2 deals with the constitution of the consultative committee above referred to. Sub-section (1) directs the President of the Board of Trade to appoint a committee for the purpose of preparing and advising on rules to be made under the Act, but in the nomination of its members he is to be guided by the first schedule. According to this, the selection is placed in the hands of various public bodies interested in the question, and the subsequent appointment by the President of the Board of Trade seems to be merely nominal. The interests thus represented are sufficiently wide. Four members are to be shipowners, and two shipbuilders; three are to be persons practically acquainted with navigation, three able-bodied seamen, and two representatives of underwriters. These arrangements, however, may be altered by the Queen in Council. Sub-sections (2) and (3) regulate tenure of office and payment. The latter is to be made out of the Mercantile Marine Fund, and is to be fixed by the Board of Trade.

Section 3, without laying upon the Board of Trade any obligation to adopt the recommendations of the committee, empowers it to make and vary rules with respect to the matters mentioned in the second schedule. This schedule specifies particularly the means of saving life to which the Act applies. In the first place, British ships are to be arranged into classes, having regard to the services in which they are employed, the nature and duration of the voyage, and the number of persons carried. When this has been done, to each class is to be assigned a suitable number and description of boats, life-boats, life-rafts, life-jackets, and life-buoys. The rules are to provide for the construction and equipment of the boats and rafts, and—a point to be specially noted—for the methods to be employed in getting these and other life-saving appliances into the water. Amongst them the use of oil in stormy weather is authorised. Moreover, the rules may provide for buoyant apparatus to be carried on board passenger ships, either in addition to or in substitution for the above appliances.

Sections 4 and 5 provide for the enforcement of the rules when made. Offences under the Act consist in not providing suitable appliances, in losing them or allowing them to be injured through wilful default, in not replacing or repairing them if lost or injured, and in not keeping them fit and ready for use. In these cases the old penalties are re-enacted—viz., if the owner is in fault, a penalty not exceeding £100, and if the master, one not exceeding £50. In addition to these, section 5 provides for a system of inspection. For this purpose surveyors appointed under the 4th part of the Merchant Shipping Act of 1854 are to be utilised, as well as other persons appointed for the purpose by the Board of Trade. It is stated that they are to have the powers conferred on inspectors by section 14 of the same Act, but this seems to be an error for section 15. Section 14 authorises the Board of Trade to appoint inspectors; but it is section 15 which confers upon them their powers. These include powers to enter and inspect the ship, to administer oaths and to examine witnesses, and to require production of books, papers, and other documents. Upon discovering any deficiency he is to point it out to the master or owner, as well as suitable means for remedying it. A report is to be made to the collector of customs at the port from which the ship seeks to clear, and he is not to allow her to proceed to sea without a certificate that the defect has been remedied.

By section 6 the rules under the Act are not to apply to sea fishing-boats registered in pursuance of the Sea Fisheries Act, 1868.

Section 7 preserves the liability to a higher penalty or punishment that any person may incur under another Act or otherwise, and section 8 provides for the repeal of the statutes above mentioned from the date when the first rules under the Act come into operation.

By section 9 expressions used in the Act are to have the same meaning as in the Merchant Shipping Act, 1854, and the Acts amending the same.

CORRESPONDENCE.

THE MIDDLESEX REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—About the time that Mr. Munton's letter with reference to the fees charged on the registration of memorials in the Middlesex Registry appeared in the SOLICITORS' JOURNAL, I had occasion to register two memorials. I was naturally curious to ascertain what fees were charged, and on obtaining my stationer's bill I found that 5s. 6d. was charged in each case.

Both memorials were sworn before a commissioner, and both contained under 500 words.

Upon inquiry as to how the fees were made up, the stationer was informed that unless the memorials are counted they are reckoned (unless of unusual length) at 5s. 6d. or 7s. each, though very frequently the actual statutory charge would be less. In my cases excess charges of 2s. 6d. and 2s. respectively were made.

Sept. 4.

E. T. S.

COSTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Trustees sold property by auction at a place where it is customary for the purchaser to pay to the auctioneer a fee of 1½ per cent. on the purchase-money, and a similar fee to the vendor's solicitor (condition accordingly). The property was sold for £550, and the purchaser paid the fees, the auctioneer making no further charge to the vendors except for payments for advertisements, &c. In this case counsel settled the conditions of sale, and afterwards advised on answers to requisitions and as to the application of the purchase-money, when the trustees' solicitor went to London from the country to attend counsel personally at the request of his clients. The purchaser, in this case, engaged his own solicitor.

The trustees sold other property by auction for a similar sum at a place where the custom above referred to does not exist, the purchaser paying no auction fees. In this case the purchaser employed the trustees' solicitor to act for him also.

As the trust is being closed, an opinion as to what costs the solicitor can legally charge in both cases to the trustees, and in the second case to the purchaser, would greatly oblige

GLENDOWER.

[We greatly regret the delay which has occurred in replying to our correspondent's query. As we felt considerable doubt on one of the points involved, we submitted the queries to a practitioner of much experience, who has kindly favoured us with the following opinion:—"According to *Re Parker* (ante, p. 440), it would appear that in the first case the solicitor is entitled to charge his client only the scale charge for deducting title and perusing and completing conveyance (including preparation of conditions of sale, after giving credit for the amount paid by the purchaser). He will, of course, charge out of pocket expenses, such as counsel's fees. In the second case the solicitor is entitled to the same charges against the trustees as in the first case, it being immaterial whether the auctioneer was paid by the vendor or purchaser (Opinion of the Council of the Incorporated Law Society, January 27, 1887). And he is also legally entitled to charge the purchaser a similar amount; there being no rule applicable to Schedule 1, Part 1, similar to the second of the rules applicable to Part 2 of that schedule. As to the journey to London, if it was in relation to the advice on title or answers to requisitions it is covered by the scale charges. If it was as to re-investment sufficient information to enable us to form an opinion is not before us. It may be a proper charge to make against the trustees personally, although not a proper charge against the trust estate."—Ed. S. J.]

NEW ORDERS, &c.

THE SHERIFFS ACT, 1887.

ORDER AS TO FEES.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, by and with the advice and consent of the undersigned Judges of the Court of Appeal and High Court of Justice, and with the concurrence of the Lords Commissioners of Her Majesty's Treasury, do hereby, in pursuance and execution of the powers given by the Sheriffs Act, 1887, fix the fees set forth in the schedule hereto annexed as the fees to be demanded, taken, and received by any sheriff or officer of a sheriff concerned in the execution of process directed to the sheriff in the several proceedings mentioned in the said schedule as from the date of this Order.

(Signed)

HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
C. E. POLLOCK, B.

We concur.

HERBERT EUSTACE MAXWELL,
SIDNEY HERBERT,

Lords Commissioners of
Her Majesty's Treasury.

Dated the 31st day of August 1888.

TABLE OF FEES.

Execution of Writs of *Fieri facias*.

1. For expenses incurred by the sheriff's officer in making

inquiries as to the goods of an execution debtor, and as to claims for rent and other claims on the goods, the actual expenses not exceeding under any circumstances - - - 1 1 0

2. For seizure by the sheriff's officer. For each building or place separately rated at which a seizure is made - 1 1 0

3. For mileage: to include the mileage of the bailiff or the man in possession, per mile from the sheriff's officer's residence - - - 0 1 0

The foregoing fees, numbered 1, 2, and 3, shall be paid by the execution creditor, and shall not be recoverable by him although the execution proves abortive.

4. For man in possession, per day - - - 0 5 0

To provide his own board in every case.

5. For removal of goods or animals to a place of safe keeping, when necessary, the actual cost.

6. When goods or animals are removed, for warehousing and taking charge of the same (including feeding of animals) 2½ per cent. on the value of the goods or animals removed, or the sum endorsed on the writ of execution, whichever is the less. No fees for keeping possession of the goods or animals to be charged after the goods or animals have been removed.

7. For the inventory and valuation, cataloguing, letting, and preparing for sale, when no sale takes place by reason of the execution being withdrawn, satisfied, or stopped, 2½ per cent. on the value of the goods.

8. For advertising and giving publicity to the sale by auction, the sum actually and necessarily paid.

9. For commission to the auctioneer on a sale by auction, 7½ per cent. on the sum realized, not exceeding £100, 5 per cent. on the next £200, 4 per cent. on the next £200; and on any sum exceeding in all £500 3 per cent. up to £1,000, and 2½ per cent. on any sum exceeding £1,000.

10. For any sale by private contract, half the percentage allowed on a sale by auction.

11. Sheriffs poundage shall be the same as before the making of this Order, and the fee for delivery of the writ to the under sheriff.

The foregoing fees, numbered 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, shall be levied in every case in which an execution is completed by sale, as fees payable to sheriffs were levied before the making of this Order. In every case where an execution is withdrawn, satisfied, or stopped, the fees under this Order shall be paid by the person issuing the execution, or the person at whose instance the sale is stopped, as the case may be; and the amount of any costs and charges payable under this scale shall be taxed by a Master of the Supreme Court or District Registrar of the High Court (as the case may be), in case the sheriff and the party liable to pay such costs and charges differ as to the amount thereof.

RULES MADE PURSUANT TO SECTION EIGHT OF THE LAW OF DISTRESS AMENDMENT ACT, 1888.

1. These Rules may be cited as the Distress for Rent Rules, 1888.

2. Certificates granted under the Law of Distress Amendment Act, 1888, herein-after called the Act, may be either general or special. A special certificate shall specify the particular distress or distresses to which it applies. Certificates shall be in the Forms Nos. 1 and 2 in Appendix I. to these Rules, with such variations as circumstances may require.

3. A special Certificate may be granted by the judge or registrar, but a general certificate shall only be granted by the judge in person.

4. A general certificate shall authorise the bailiff named in it to levy at any place in England or Wales.

5. Any person (not being an officer of a County Court) holding a certificate under the Agricultural Holdings Act, 1883, shall on application be entitled to obtain, without fee, a general certificate.

6. No certificate shall be granted to any officer of a County Court.

7. Any practising solicitor of the Supreme Court shall, on application, and on payment of the prescribed fee, be entitled to a general or special certificate.

8. A general or special certificate may, on payment of the prescribed fee, be granted to any applicant who satisfies the authority granting the same that he is a fit and proper person to hold the certificate.

9. Where the applicant for a certificate is not a ratepayer, rated on a rateable value of not less than £25 per annum, he may, if the authority applied to thinks fit, be required to give security for the due performance of his duties.

10. The security shall be security to the satisfaction of the registrar. In the case of a general certificate the amount shall be £20, and in the case of a special certificate the amount shall be £5.

11. The security shall be given to the registrar. It may be given by deposit, or by bond, or by guarantee, as the registrar may think fit.

12. On any application to cancel a certificate the judge may, whether he cancels the certificate or not, order that the security shall be forfeited, either wholly or in part, and that the amount directed to be forfeited shall be paid to the party aggrieved.

13. Where the judge orders that the security shall be forfeited, either wholly or in part, but does not cancel the certificate, he may direct that the bailiff shall give fresh security as a condition of retaining his certificate.

14. Subject to rule 12, where a certificate is cancelled by the judge the security shall also be cancelled, and the deposit (if any) returned.

15. No person shall be entitled to any fees, charges, or expenses for levying a distress, or for doing any act or thing in relation thereto, other than those specified in, and authorised by, the table in Appendix II. to these Rules.

16. Where the rent due exceeds £20 the fees, charges, and expenses specified in Scale I. shall be allowed, and where the rent due does not exceed £20 the fees, charges, and expenses specified in Scale II. shall be allowed.

17. In case of any difference as to fees, charges, and expenses between the parties, or any of them, the fees, charges, and expenses shall be taxed by the registrar of the district in which the distress is levied. The registrar may make such order as he thinks fit as to the costs of such taxation.

18. A copy of the table of fees, charges, and expenses authorised by these Rules shall be posted up by the registrar in a conspicuous place in his office, and every bailiff levying a distress shall, on the request of the tenant, produce to him his certificate and a copy of the table.

19. "Judge" means a judge of County Courts.

"Certificate" means a certificate to act as a bailiff under section seven of the Act.

"Registrar" means registrar of a County Court, and each registrar where there is more than one, and includes a deputy registrar.

August 31, 1888.

(Signed) HALSBURY, C.

APPENDIX I.

Form 1. General Certificate.

In the County Court of _____, holden at _____, Pursuant to section seven of the Law of Distress Amendment Act, 1888, I hereby authorise A.B., of _____, to act as a bailiff to levy distresses for rent in England and Wales.

L.S.

Signed

[Date.]

Judge.

Form 2. Special Certificate.

In the County Court of _____, holden at _____, Pursuant to section seven of the Law of Distress Amendment Act, 1888, I hereby authorise A.B., of _____, to act as a bailiff to levy a distress on the premises of C.D. of _____, for rent alleged to be due to E.F. of _____.

L.S.

Signed

[Date.]

Judge.

or Registrar.

APPENDIX II. TABLE OF FEES, CHARGES, AND EXPENSES.

Scale I.

Distresses for Rent where the Sum demanded and due shall exceed £20.

For levying distress. Three per cent. on any sum exceeding £20 and not exceeding £50. Two and a half per cent. on any sum exceeding £50 and not exceeding £200; and one per cent. on any additional sum.

For man in possession, 5s. per day; to provide his own board in every case.

For advertisements the sum actually and necessarily paid.

For commission to the auctioneer. On sale by auction seven and a half per cent. on the sum realised not exceeding £100, five per cent. on the next £200, four per cent. on the next £200; and on any sum exceeding £500 three per cent. up to £1,000, and two and a half per cent. on any sum exceeding £1,000. A fraction of £1 to be in all cases reckoned £1.

Reasonable fees, charges, and expenses (subject to Rule 17) where distress is withdrawn or where no sale takes place, and for negotiations between landlord and tenant respecting the distress.

For appraisement, on tenant's written request, whether by one broker or more, 6d. in the pound on the value as appraised, in addition to the amount for the stamp.

Scale II.

Distresses for Rent where the Sum demanded and due shall not exceed £20.

For levying distress, 3s.

For man in possession, 4s. 6d. per day; to provide his own board in every case.

For appraisement, on the tenant's written request, whether by one broker or more, 6d. in the pound on the value as appraised, in addition to the amount for the stamp.

For all expenses of advertisements, if any, 10s.

Catalogues, sale and commission, and delivery, 1s. in the pound on the net produce of the sale.

For removal at tenant's request, the reasonable expenses (subject to Rule 17) attending such removal.

CASES BEFORE THE VACATION JUDGE.

DAGNALL v. BULLOCK—Denman, J., 31st August.

COMPOSITION—DEED—IRREGULARITY—PUBLIC POLICY—DEEDS OF ARRANGEMENT ACT, 1887 (50 & 51 VICT. c. 57), ss. 5, 6, 9, 12.

The plaintiff claimed (1) That the deed of assignment for the benefit of creditors of Charles Henry Pitcher, dated the 22nd of March, 1888, might be set aside; (2) That the contract for sale of a brewery at Burgess Hill, Sussex, to the defendant, Robert William Pitcher, might be set aside; (3) An injunction to restrain the defendant Bullock from proceeding with the sale. On the 20th of March, 1888, the first meeting of the creditors of Charles Henry Pitcher was held, and on the 22nd the deed was executed, whereby the debtor assigned his business to the defendant Bullock as trustee upon trust for sale by public auction or private contract at the best price; three clear days' notice was to be given of a meeting of creditors to adopt any proposed sale. On the 12th of July a meeting was held at which it was agreed by the creditors, with the exception of the plaintiff, to accept 4s. in the pound for the business. There was some informality in that meeting, and on the 17th of July notice was given of a meeting to be held on the 19th. The plaintiff attended that meeting, and made an offer of 4s. 6d. in the pound, the defendant, R. W. Pitcher, also offered 4s. 6d. in the pound, and his offer was accepted. Only six creditors executed the deed of assignment before it was registered, but forty-two others signed after registration. By section 5 of the Deeds of Arrangement Act, 1887, "From and after the commencement of this Act a deed of arrangement to which this Act applies shall be void unless the same shall have been registered under this Act within seven clear days after the first execution thereof by the debtor or any creditor, or, if it is executed in any place out of England and Ireland respectively, then within seven clear days after the time at which it would, in the ordinary course of post, arrive in England or Ireland respectively, if posted within one week after the execution thereof, and unless the same shall bear such ordinary and ad valorem stamp as is under this Act provided." By section 6 (1), "A true copy of the deed, and of every schedule or inventory thereto annexed, or therein referred to, shall be presented to, and filed with, the registrar within seven clear days after the execution of the said deed (in like manner as a bill of sale given by way of security for the payment of money is now required to be filed), . . . and an affidavit of the debtor stating . . . the names and addresses of his creditors." Section 9 gives the judge power to extend the time for registration. It was contended for the plaintiff that no proper notice of the meeting of the 19th of July was given; that R. W. Pitcher was in the position of a trustee or member of a committee of inspection purchasing the estate of a debtor contrary to the Bankruptcy Rules, 1886, r. 316; that an application should have been made under ord. 55, r. 3 (/), of the Rules of Court, 1883, to sanction the sale; and that the registration of the deed was invalid, only six creditors having executed it before registration. Reference was made to *Chambers v. Smith* (12 M. & W. 2), *Robson v. Calce* (1 Doug. 228), *Daughlish v. Tennent* (2 Q. B. 49), *Ex parte Milner* (15 Q. B. D. 605), *Mars v. Sandford* (1 Giff. 388), *Mars v. Warner* (3 Giff. 100). For the defendant it was argued that the trustee had power to sell without calling a meeting of creditors; that the plaintiff approved of the day of meeting as being market day at Brighton, and most convenient to the creditors; that the twenty creditors who attended represented four-fifths in value; that there was no evidence that the debtor knew that any creditor had received a larger composition, or that their debts were bought before they signed the deed; that section 5 of the Deeds of Arrangement Act, 1887, by the words "first execution thereof" contemplated other creditors executing it afterwards; that the deed was valid as to six creditors, including the plaintiff, who executed it before the registration; and that the plaintiff was as much disqualified from purchasing the estate as R. W. Pitcher. DENMAN, J., held reluctantly that he was bound to continue the injunction until the hearing of the cause. He assumed, for the purpose of the present application, that there were no real merits in the plaintiff's case, and that he had acted from purely selfish motives. The injunction must be continued, because there were serious questions of law involved, and doubtful transactions such as a disenting creditor should not be bound by. It had been said that the trustee acted with independent power; but the trustee did not act of his own will and power in the matter, but purported to have consulted the will of the creditors in the way provided by the deed. He did not consult the wishes of the creditors, and, though the plaintiff might not be able to take advantage of the strict construction of the Act on behalf of himself, on behalf of

the other creditors the case must be heard. The point was one of great importance as to the duty of trustees in bankruptcy. First, as to the objection that the registration of the deed of assignment was bad. It was said that section 5 of the Deeds of Arrangement Act, 1887, by the words, "after the first execution thereof by the debtor or any creditor," meant all the creditors who signed the deed. Then came section 6. "A true copy of the deed and of every schedule, &c., . . . shall be filed," and other clauses were cited to show that the intention of the Legislature was that such a deed was not complete unless all the creditors signed within the time specified. If that construction was right, section 9 of the Act came to the aid of the judge, whereby he could allow the deed to be registered at a later date if it was impossible to get all the signatures within seven days. The Act could not be worked if the registration was bad according to the plaintiff's construction of the Act; but this was a serious question, and not to be decided on an interlocutory application. He had suggested that another meeting should be held, and a fresh decision arrived at, but all the parties did not consent to that proposal, and therefore the only way was to leave the case to be disposed of at the hearing. He did not go into the other points decided in the case of *Ex parte Milner*, which were said to overrule *Robson v. Calce*. He could not decide such points on an interlocutory application, but he should continue the interim injunction until trial or further order, reserving the costs.—COUNSEL, *Martin, Q.C., and Ringwood*; *Curtis Price*; *Miller, Q.C., and Haldimstein*. SOLICITORS, *A. J. Skipper*; *Nye, Greenwood, & Moreton*; *H. Sweten, for Buckwell, Brighton*.

ALLEN v. VOKES—Denman, J., 31st August.

NUISANCE—INTERLOCUTORY INJUNCTION—COSTS.

The plaintiff moved that an interim injunction, granted *ex parte* on the 15th of August, restraining the defendant Vokes from using a piece of land in Chelsea for rifle galleries, swings, &c., so as to be a nuisance, might be continued until trial or further order. No affidavits had been filed by the defendant. The plaintiff, a resident, pressed for costs. The defendant said that he had given up the ground, and abated the nuisance.

DENMAN, J., continued the injunction, with costs, to be the plaintiff's costs in any event.—COUNSEL, *Eustace Smith*. SOLICITORS, *Morse, Hewitt, & Farman*.

WALLIS v. LOMAS—Denman, J., 31st August.

FRIENDLY SOCIETY—INJUNCTION—JURISDICTION.

This was a motion on behalf of the plaintiff, a member of the Beeston Greyhound Friendly Society, Notts, to restrain the president and secretary and other officers and members from depriving him of his rights as a member of the society, and for a receiver. Under the rules of the society any member afflicted with illness was entitled to a weekly allowance, but while receiving such allowance a member was not allowed to engage in any business. The defendants alleged that the plaintiff was seen to go into shops to transact business, and on the 28th of February, 1888, at a special meeting, a resolution was passed by the requisite majority of members expelling the plaintiff from the society. On behalf of the plaintiff it was said that he was buying articles for his own consumption, and there was no evidence that he was transacting business for remuneration. The defendants argued that, in the absence of unreasonable conduct, the court would not interfere with the internal management of a society such as this: *Dawkins v. Antrobus* (17 Ch. D. 628). Then the affidavits of the plaintiff were only on his information and belief, and did not state the grounds of such information and belief: *Quartz Consolidated Gold Mining Co. v. Beall* (20 Ch. D. 508); *Bidder v. Bridges* (26 Ch. D. 8). The application was also too late.

DENMAN, J., said that he could not interfere. As to the injunction, it was quite clear that the plaintiff had no case. As to the receiver, it was a rare case for the court to appoint a receiver when nothing had been settled in favour of the plaintiff's rights. If the plaintiff established his rights, the court would find a remedy. The action was one of a complicated character; if the plaintiff was improperly expelled, the court would have power to deal with the matter. There would be no costs against the plaintiff, but the costs would be in the discretion of the judge at the trial.—COUNSEL, *H. E. Duke*; *T. Brett*. SOLICITORS, *Page & Soorer*; *J. H. Lee, for Whittingham & Williams, Notts*.

In re INDIAN MILLS COTTON CO. (LIM.)—Denman, J., 5th September.

COMPANY—REDUCTION OF CAPITAL—VACATION BUSINESS.

This was a petition by the company asking the court to sanction a resolution passed on the 22nd of March, and confirmed on the 5th of April, for the reduction of the capital of the company. All the creditors of the company assented to the resolution.

DENMAN, J., declined to hear the petition in the vacation as the petition was not a simple one, and there was no urgency; and he ordered the petition to stand over to the first petition day in next sittings.—COUNSEL, *Miller, Q.C., and Charles Macnaghten*. SOLICITORS, *Pritchard, Englefield, & Co.*

SMITH v. STANDING—Denman, J., 5th September.

RESTRICTIVE COVENANT—BREACH—DAMAGES—INJUNCTION.

The plaintiff moved to restrain the defendant from erecting more than one dwelling-house on a piece of land at Bray, Berkshire, in breach of a covenant contained in an agreement. The agreement was made on the 3rd of May, 1884, between the plaintiff and the

defendant, and the plaintiff granted to the defendant a piece of land by the river, and the defendant covenanted not to erect any building on the premises thereby conveyed "except a private dwelling-house." The defendant was proceeding to erect more than one house on the land. On behalf of the plaintiff it was said that the intention of the covenant was to restrict the defendant to building one dwelling-house, and that it was never contemplated that the defendant would build anything except one riverside villa. For the defendant it was argued that the covenant defined the class of houses, and did not confine the defendant to building only one house, and that no damage had been shewn. Reference was made to *Kerr on Injunctions* (p. 199), and *Leach v. Schweder* (9 Ch. App. 465).

DENMAN, J., held that there was damage in the sense of irreparable damage. The damages could not be assessed or put into figures, but the acts of the defendant were contrary to the feelings of the plaintiff when she entered into the agreement. He granted an injunction to restrain a breach of the covenant by erecting more than one dwelling-house, or by proceeding with the erection of the one begun.—COUNSEL, *Miller, Q.C., and Douglas*; *Eustace Smith*. SOLICITORS, *Tyrell, Lewis, & Co.*; *A. E. Sydney*.

In re MISSOURI ESTATES RAILWAY AND IRON CO. (LIM.)—Denman, J., 5th September.

COMPANY—LIQUIDATOR—REMOVAL—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 141.

This was a motion, under section 141 of the Companies Act, 1862, on behalf of a large number of shareholders, asking that William Shephard might be removed from being liquidator of the company, and for the appointment of some other person. For the applicants it was said that J. C. Harvey, the former liquidator, had received £3,700 of the money of the company and had absconded; that the shareholders objected to Shephard on the ground that at the meeting on the 31st of July only three out of the seven shareholders present were independent, and two of the others only held one share each, and Shephard, who had been connected with Harvey in the business of the company, voted for himself. *Re Sir John Moore Gold Mining Co.* (12 Ch. D. 325) was referred to. For the respondent it was said that no due cause had been shewn; that no evidence had been given of the unfitness of Shephard; that no poll was demanded at the meeting, so that a voter holding one vote was equal to a voter holding more.

DENMAN, J., said that, applying the rule in the last case on the subject before the Court of Appeal (*Re Adam Epton & Co.*, 36 Ch. D. 299), he had decided to make the order removing the liquidator. The measure of the cause to be shewn was the substantial and real interest of the liquidation. He made the order removing Shephard, and referred the matter to chambers to appoint a liquidator. As far as possible he discouraged the practice of fighting for the position of liquidator, and therefore he made no order as to costs.—COUNSEL, *Alexander Young*; *Bramwell Davis*. SOLICITORS, *Stretton, Hilliard, & Co.*; *John Green*.

WILLIAMS v. PICK—Denman, J., 5th September.

LIGHT—DAMAGES—INJUNCTION.

This was a motion on behalf of the plaintiff to restrain the defendant from obstructing his ancient lights in his shop at Ipswich. For the plaintiff it was said that he was entitled to an interlocutory injunction, substantial damage having been shewn: *Greenwood v. Hornsey* (33 Ch. D. 470); *Ainslie v. Glover* (18 Eq. 544); *Kreht v. Burrell* (11 Ch. D. 146); *Newton v. Pender* (27 Ch. D. 43). The defendant offered to give an undertaking to pull down the buildings if the case went against him at the trial of the action.

DENMAN, J., said that it was not a case for an interlocutory injunction. A jury was not likely to find more than £20 or £30 damages. He refused the motion, reserving the costs, the defendant undertaking to abide by any decision of the court as to pulling down the buildings.—COUNSEL, *Martin, Q.C., and D. L. Alexander*; *Miller, Q.C., and Gull*. SOLICITORS, *Emanuel & Simmonds*; *Crowdy, Son, & Tarry*.

LAW STUDENTS' JOURNAL.

STUDENTS' STATUTES OF THE SESSION.

III.

EXPIRING LAWS CONTINUANCE ACT, 1888 (51 & 52 VICT. c. 38) continues until the 31st of December, 1889, among other statutes, the Corrupt Practices Prevention Act, 1854, as far as it is continued by the Act of 1883, the Promissory Notes Act, 1863, Prosecution Expenses Act, 1866, Parliamentary Elections Act, 1869, as much as is continued by the Corrupt and Illegal Practices Prevention Act, 1883, Sunday Observances Prosecution Act, 1871, the Corrupt and Illegal Practices Act, 1883, and the Municipal Elections Act, 1884.

MORTMAIN AND CHARITABLE USES ACT, 1888 (51 & 52 VICT. c. 42).

Section 1.—Land assured to a corporation in mortmain, except by Royal licence or by virtue of statute, to be forfeited to the Crown from the date of the assurance, save that, if means lords intervene, they may enter within a limited period (twelve months for the immediate superior, six months for the next, &c.).

Section 4.—Land and personal property to be laid out in land, if conveyed to charitable uses, to be by deed executed twelve months before the death of the assessor, &c. (the formalities being those contained in 9 Geo.

2, c. 36, and the amending Acts now repealed), without power of revocation, reservations, &c., except the reservation of a peppercorn rent, mines, easements, &c. (as formerly provided by 24 Vict. c. 9).

Section 5.—Default in enrolment can be cured subsequently if it arose from ignorance or inadvertence.

Section 6.—Land to any quantity, if assured by deed for the purpose of a public park, public museum, or school-house, is exempted, and so are wills if the amount does exceed twenty, two, and one acres for these purposes, but the will must be executed twelve months before death.

Besides the universities and schools formerly excepted from the provisions of 9 Geo. 2, c. 36, section 7 excepts the universities of London, Victoria University, and Keble College, Oxford.

Section 13 repeals several statutes *de viris religiosis* (9 Geo. 2, c. 36, &c.), the provisions of which it substantially re-enacts.

COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43),

comes into operation on the 1st of January, 1889, and consolidates with amendments the twelve County Courts Acts from 1846 to 1887. Students should especially notice the following sections:—

Part II. (Judges and Officers).—Section 48.—Penalty for assaulting county court bailiffs in the execution of their duty, £5.

Section 50.—Registrars and bailiffs guilty of extortion or misconduct, besides repayment of any money so levied, damages, and costs, a fine of £10 for every such offence.

Section 52.—No officer of the court in executing any warrant, and no person at whose instance any warrant shall be executed, to be deemed a trespasser by reason of any irregularity or informality in any proceeding on the validity of which such warrant depends, but the party aggrieved may bring an action for the special damage sustained by the irregularity against the party guilty thereof.

Section 53.—Actions, &c., against officers to be commenced within three months, and one month's notice to be given.

Part III.—Jurisdiction and Law.—Section 56 maintains the limit of £50 in personal actions, except that generally the court shall not have cognizance of libel, slander, seduction, and breach of promise (malicious prosecution is no longer an exception).

Section 59 extends the jurisdiction in ejectment to lands where neither the value nor rent exceeds £50 per annum (formerly £20, except against tenants at sufferance when it was £50).

Section 61.—In questions of title parties may, by consent, give jurisdiction to the court.

Section 62.—If a plaintiff claims more than £20 in contract, or more than £10 in tort, the defendant may object to the jurisdiction on giving security to the extent of £150, if the county court judge certifies that in his opinion some important question of law or fact is likely to arise.

Section 64.—In all actions assigned to the Queen's Bench Division the parties may by memorandum in writing bestow jurisdiction on the judge of the county court named therein.

Section 65.—In any action of contract brought in the High Court, the claim entered on the writ not exceeding £100 (or, if exceeding, reduced by payment, admitted set-off, &c.), it shall be lawful for either party at any time to apply for an order for the action to be tried in a county court; the High Court judge is to make such order unless there is good reason to the contrary; High Court costs till the order, and county court costs subsequently.

Section 67.—The limit of the equitable jurisdiction remains £500; but, it should be observed, "actions for relief against fraud or mistake in which the damage sustained on the estate or fund in respect of which relief is sought shall not exceed in amount or value the sum of £500."

Section 71.—Registrars to pay money paid into court within forty-eight hours of its payment into the Post Office Savings Bank.

Part IV.—Procedure and Trial.—The salient features as to commencement of proceedings by plaint; notice of special defences, such as infancy, limitations, &c., to be given to the registrar; right to a jury when the amount claimed exceeds £5, remain as before.

Section 105.—Where judgment has been obtained for a sum not exceeding £20, exclusive of costs, the court may order payment by instalments, but not if it exceeds that sum, unless the plaintiff consents.

Section 116.—In respect to any action brought in the High Court which could have been commenced in a county court (1) if in contract the plaintiff recovers less than £20, he shall not be entitled to any costs; if over £20 but less than £50, only county court costs; (2) similarly in tort, substituting £10 for £20, and £20 for £50—unless the High Court judge allows otherwise—except that, if the plaintiff gets judgment within twenty-one days, under order 14, for a sum of £20 on contract, he shall be entitled to costs on the scale in force in the Supreme Court.

The leading features of appeals, replevin, and recovery of tenements by landlords when the rent does not exceed £50 and the term has expired or been determined by notice, remain practically unaltered (sections 120–145).

LEGAL NEWS.

APPOINTMENTS.

Mr. JOSEPH BEAUMONT, solicitor (of the firm of Beaumont, Son, & Bright), of Maldon and Coggeshall, and of 33, Chancery-lane, has been appointed Solicitor to the Blackwater Mutual Benefit Building Society. Mr. Beaumont was admitted a solicitor in 1856.

Mr. THOMAS CAPARN (of the firm of Soames & Caparn), of Petersfield, has been appointed Clerk to the Liss School Board. Mr. Caparn was admitted

a solicitor in 1877. His partner, Mr. Joseph Soames, is registrar to the Petersfield County Court, and clerk to the county magistrates and the Commissioners of Taxes.

Mr. JAMES MILWARD, solicitor, of Pershore, has been appointed Clerk to the Pershore Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent Registrar for the Pershore District.

Mr. JAMES SULLIVAN GREEN, Q.C., has been appointed an Assistant Commissioner under the Irish Land Acts. Mr. Green was called to the bar in Ireland in 1841, and became a Queen's Counsel in 1869. He is a member of the Munster Circuit, and he has been for several years prosecuting Crown counsel for the county of Cork.

Mr. GEORGE WRIGHT, Q.C., has been appointed Prosecuting Crown Counsel for the county of Cork. Mr. Wright was called to the bar in Ireland in 1871, and became a Queen's Counsel in 1886. He practises on the Munster Circuit.

Mr. STEPHEN RONAN, barrister, has been appointed Prosecuting Crown Counsel for the county of Kerry. Mr. Ronan was called to the bar in Ireland in 1870. He practises on the Munster Circuit.

Mr. JOHN BOOTH LAZENBY, solicitor, of Newcastle-upon-Tyne, has been appointed Conservative Registration Agent for the borough of Newcastle-upon-Tyne. Mr. Lazenby was admitted a solicitor in 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

THOMAS GILL TYLER and HARRY GRENVILLE TANNER, of 1, Lincoln's-inn, Corporation-street, Birmingham, solicitors. August 24.

[Gazette, Aug. 31.]

GENERAL.

According to *Kemp's Mercantile Gazette* the number of failures in England and Wales gazetted during the week ending September 1 was seventy. The number in the corresponding week of last year was seventy-seven, shewing a decrease of seven, being a net increase in 1888, to date, of thirteen.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 31.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

RAE (TRANSVAAL) GOLD MINING CO. LIMITED.—By an order made by Denman, J., dated Aug. 22, on petition of George Louis Scarampi Maggiorini, it was ordered that voluntary winding up of company be continued. Vallance & Co., Lombard House, E.C., solrs for petitioner.

WESTERN INSURANCE CO. LIMITED.—By an order made by Denman, J., dated Aug. 15, it was ordered that the company be wound up. Waltons & Co., 101, Leadenhall st, solrs for petitioner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL NEATSFOOT OIL CO. LIMITED.—Petn for winding up, presented Aug. 27, directed to be heard before Francis Willis Taylor, on Tuesday, Sept. 11, at the Chancery Office, Winkley st, Preston, at 11. Alexander Wilson, 4, Cook st, Liverpool, solr for petitioner.

FRIENDLY SOCIETY DISSOLVED.

ISLE OF WIGHT BENEFIT SOCIETY, Newport, I.W. Aug. 28
London Gazette.—TUESDAY, Sept. 4.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-CONTINENTAL ICE SHARE TRUST, LIMITED.—Denman, J., h's, by an order dated Aug. 23, appointed Benjamin Newstead, 77, Gresham st, official liquidator.

ART ENGRAVING CO. LIMITED.—Petn for winding up, presented Aug. 31, directed to be heard before Denman, J., on Wednesday, Sept. 12. Byron Johnson, 49 and 50, Parliament st, Westminster.

FENN & CO. LIMITED, AND REDUCED.—By an order made by Chitty, J., on Aug. 23, it was ordered that the capital be reduced from £10,000 to £3,000. Barnard & Co., 47, Lincoln's inn fields, solrs for company.

JONES BROTHERS, LIMITED.—Petn for winding up, presented Sept. 3, directed to be heard before Denman, J., on Sept. 12. Van Sandau & Co., 13, King st, Cheap-side, agents for Belk & Cochrane, Middlesborough, solrs for petitioners.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Sept. 4.
BROOK, JOSEPH, Drighlington, York, Inskeeper. Oct. 1. Brook v Simpson, North, J. Spink, Pontefract.

UNDER 23 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 31.
ANSELL, HENRY MICHAEL, Manthorpe, nr Bourne, Farmer. Oct. 10. Smith & Co, Horbling.
ARNOLD, DANIEL, Bedminster, Gent. Oct. 1. Beale & Marting, Reading.
BOLLAND, WEBSTER WILLIAM, Armley, nr Leeds, Gent. Oct. 15. Wade & Co, Bradford.
BROWN, JOHN, Trevor sq, Knightsbridge, Retired Draper. Sept. 30. Gordon & Co, Edinburgh.
BURCH, JOSEPH, Henwick, Worcester. Oct. 17. Hudson, Pershore.
COATES, JAMES, Denton, Lancaster, Gent. Oct. 31. Hampson, Ashton under Lyne.
COTTELL, WILLIAM, Melkham, Wilts, Farmer. Oct. 8. Awdry, Chippenham.
COUSINS, EDWARD JOHN, Old Palace rd, Helgham, Norwich, Gent. Sept. 30. Goodchild, Norwich.
CUMMING, GEORGE DURANT, Charleville rd, West Kensington, Clerk. Oct. 10. Hooper, Exeter.

CURRIE, EDWARD BARRETT, Leasam, Rye, Sussex, Esq. Nov 1. Ford & Co, South sq
 ERKLE, HENRIETTA ESTHER, Cressy place, Stepney Green. Sept 29. Jessup, Stepney
 FLAMANK, HENRY MORTIMER DEWE, Alwyns, Teignmouth. Oct 1. Andrew & Co, Great James st
 GOWER, ANNA EDMA, Littlehampton, Devon. Oct 1. Cooper & Co, Hinchin lane
 GREENWAY, CHARLES THOMAS, Douglas place, Greenwich, Gent. Oct 1. Barfield, Plowden buildings
 HELMORE, WILLIAM, Woodgrange rd, Forest gate. Oct 28. Helmore, Bishops gate at Within
 LITTLEWOOD, AGNES, Highgate, Kendal, Westmoreland, Innkeeper. Oct 20. Thomson & Wilson, Kendal
 MCCONNELL, JOHN, Richmond, Esq. Sept 27. Lawrence & Co, New sq
 ROBINSON, JOSEPH, Selby, York, Gent. Oct 1. Bantoff & Son, Selby
 SCARLETT, Hon Lady CHARLOTTE ANNE, Hayward's Heath, Sussex. Sept 30. Robins & Co, Lincoln's inn fields
 SUNKLEY, JOHN, Brunswick sq, Camberwell, Gent. Oct 1. Marsh, Fen court, Fenchurch st
 TATNER, LOUISA, Slough, Buckingham. Oct 31. Darvill & Last, Windsor
 TAYLOR, ABRAHAM, Lingfield, Surrey, Licensed Victualler. Oct 12. Pearless & Sons, East Grinstead
 WALLIS, ELIZABETH VICTORIA, Southport. Sept 29. Brown, Southport
 WARD, MARK, SKELTON, Croyden, Licensed Victualler. Oct 10. Kendall & Co, Union Bank chbrs
 WELLS, Rev FRANCIS BALLARD, Woodchurch Rectory, Kent. Oct 1. Hardisty & Co, Gt Marlborough st
 WILLIAMS, ARTHUR STUART, Winchester, Esq. Oct 31. Markby & Co, New sq
 WOITSEHOLME, ELIZA, Sheffield. Oct 2. Simpson, Sheffield

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 31.

RECEIVING ORDERS.

BASTICK, WILLIAM HENRY, Nottingham, Hatter Nottingham Pet Aug 27 Ord Aug 27
 BIDDICOMBS, ALFRED JOHN, Rye lane, Peckham, Tobacconist High Court Pet Aug 4 Ord Aug 28
 CADWALLADER, WILLIAM HENRY, Compton, nr Wolverhampton, Clerk Wolverhampton Pet Aug 29 Ord Aug 29
 CARRIS, RICHARD, Ludgvan, Cornwall, Potato Buyer Truro Pet Aug 29 Ord Aug 29
 CLARK, JOHN HENRY, Briggate, Leeds, Printer, Leeds Pet Aug 28 Ord Aug 28
 CLARK, SAMUEL, Leicester, Carver Leicester Pet Aug 29 Ord Aug 29
 COY, JOSEPH, Halley, nr Witney, Publican Oxford Pet Aug 27 Ord Aug 27
 DAVIES, JOHN, Hertford, Licensed Victualler Hereford Pet Aug 27 Ord Aug 27
 DAVIES, RICHARD, Bethesda, Carnarvonshire, Quarry Overlooker Bangor Pet Aug 27 Ord Aug 27
 DODD, BENJAMIN JENKINS, Rhoslanerchrugog, Denbighshire, Boot Dealer Wrexham Pet Aug 29 Ord Aug 29
 EATON, C., Leyton, Essex, Builder High Court Pet Aug 7 Ord Aug 29
 ETTY, HENRY, and BENJAMIN GLANVILLE BARROW, Grange wk, Bermondsey, Tanners High Court Pet Aug 24 Ord Aug 27
 FRASER, GEORGE, Wimborne Minister, Tranter Poole Pet Aug 29 Ord Aug 29
 FRYMAN, JAMES HERCULES, Gt Grimsby, Hairdresser Gt Grimsby Pet Aug 29 Ord Aug 29
 GRIFFITH, LEWIS, Bethesda, Carnarvonshire, Quarryman Bangor Pet Aug 27 Ord Aug 27
 HARTAS, ROBERT FOTHERGILL, Old Broad st, Stock Broker High Court Pet Aug 4 Ord Aug 29
 HORNBY & Co., Ellington st, Barnsbury, Exporters High Court Pet April 30 Ord Aug 19
 HUGHES, D., Denmark hill, Camberwell, Dairyman High Court Pet Aug 10 Ord Aug 29
 JEFFCOAT, JAMES, St Paul's churchyard, Chemist High Court Pet Aug 28 Ord Aug 28
 LARTER, THOMAS, East rd, City rd, Furniture Dealer High Court Pet Aug 28 Ord Aug 28
 LAZARUS, DAVID, Manchester, Club Proprietor Manchester Pet Aug 13 Ord Aug 29
 LEANEY, ALFRED GEORGE, Tisbury, Wilts, Veterinary Surgeon Salisbury Pet Aug 28 Ord Aug 28
 LIGHTFOOT, BERTHA KATE, Bexhill, no occupation Hastings Pet Aug 15 Ord Aug 29
 LLOYD, JOHN JAMES, and SARAH ANNIE LLOYD, Haverfordwest, Ironmongers Pembroke Dock Pet Aug 27 Ord Aug 27
 PORTUGAL, JOAQUIM DE ALMEIDA, Gt George st, Company Promoter High Court Pet Aug 2 Ord Aug 18
 SIMM, JOSEPH, Ashton in Makerfield, Lancs, Provision Dealer Wigan Pet Aug 28 Ord Aug 28
 SMERDON, JOHN, Newton Abbot, Baker Exeter Pet Aug 27 Ord Aug 27
 TIMBRELL, JOHN THOMPSON, Drynnyfrydd, nr Swansea, Grocer Swansea Pet Aug 28 Ord Aug 28
 TUCK, FREDERICK, Landport, Painter Portsmouth Pet Aug 27 Ord Aug 27
 TURNER, WILLIAM, Manchester, Licensed Broker Manchester Pet Aug 28 Ord Aug 28
 VERRIER, ELIZABETH, and JOHN WILLIAM VERRIER, Taunton, Builders Taunton Pet Aug 28 Ord Aug 28
 VINCENT, ROBERT WHYTE, Stratford, Essex, out of business High Court Pet Aug 29 Ord Aug 29
 WIGGINS, GEORGE THOMAS, St Albans, Herts, Builder St Albans Pet Aug 28 Ord Aug 28
 WILLIAMS, HUGH, Bethesda, Carnarvon, Quarryman Bangor Pet Aug 27 Ord Aug 27
 WILLIAMS, HUGH, St Asaph, Flint, Farmer Bangor Pet Aug 15 Ord Aug 28
 WILSON, ESTHER, Killingworth, Northumberland, Innkeeper Newcastle on Tyne Pet Aug 28 Ord Aug 28

WOOSNAM, DAVID, Ystrad Rhondda, Glamorgan, Shoemaker Pontypridd Pet Aug 28 Ord Aug 28

The following amended notice is substituted for that published in the London Gazette of Aug. 7.

GRIGG, WALTER THOMAS, Newport, Isle of Wight, Draper Newport and Ryde Pet Aug 1 Ord Aug 1

FIRST MEETINGS.

ATKINSON, JOHN, Kendal, Innkeeper Sept 11 at 3.30 37, Stramongate, Kendal
 BARNETT, ALFRED, Cape of Good Hope, Clerk Sept 7 at 11 33, Carey st, Lincoln's inn
 BENNETT, JOHN, Silloth, Cumberland, Licensed Victualler Sept 11 at 2.30 37, Stramongate, Kendal
 BENSON, MICHAEL, Troutbeck, Westmoreland, Retired Farmer Sept 11 at 1.30 37, Stramongate, Kendal
 CARRUTHERS, THOMAS ACTON, and GEORGE MURRAY CARRUTHERS, Barrow in Furness, Printers Sept 10 at 3 Off Rec, 2, Paxton terrace, Barrow in Furness
 CLARK, GEORGE FREDERICK, Derby, Carriage Builder Sept 7 at 12 Off Rec, St James chbrs, Derby
 EDDELTON, PETER, Manchester, Salesman Sept 7 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 FUCHS, JOHN RICHARD, Drury lane, Baker Sept 7 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn fields
 GREE, CHARLES HENRY, St Leonards on Sea, Schoolmaster Sept 7 at 3.30 Young & Goodwin, Bank bldg, Hastings
 HASTE, ROBERT BROOK, Bristol, Woolbroker Sept 14 at 12.30 Off Rec, Bank chbrs, Bristol
 KENDALL, STEPHEN MESSENGER, New Cleo, Lincolnshire, Fisherman Sept 12 at 12 Off Rec, 3, Haven st, Gt Grimsby
 KEY, AUCLAND EVINSON, St Leonards on Sea, Carriage Builder Sept 7 at 3 Young & Goodwin, Bank bldg, Hastings
 LANSDALE, DAVID, Rotherfield, Sussex, Licensed Victualler Sept 7 at 12 Star Hotel, Lewes
 MASON, JAMES, Dalham, Suffolk, Grocer Sept 7 at 3 Angel Hotel, Bury St Edmunds
 MYERS, WILLIAM, PICKLES MYERS, and JOHN BOOTHMAN, Colne, Cotton Manufacturers Sept 10 at 3 Crown Hotel, Colne
 PICKERELL, JONATHAN CASE, George lane, Lewisham, Carman Sept 10 at 12 109, Victoria st, Westminster
 RIDLEY, JOHN, Newcastle on Tyne, Engineer Sept 8 at 11.30 Off Rec, Pink lane Newcastle on Tyne
 SCORNE, FRANCIS, Bradford, Mason Sept 14 at 12 Off Rec, Bank chbrs, Bristol
 SEARS, WILLIAM NORMAN, residence unknown, Manager Patent Letter Co Sept 12 at 12 33, Carey st, Lincoln's inn
 SIEVIER, R. STANDISH, unable to ascertain residence, Gent Sept 7 at 11 33, Carey st, Lincoln's inn
 SMERDON, JOHN, Newton Abbott, Baker Sept 10 at 3 Off Rec, 13, Bedford cres, Exeter
 SMITH, JOHN GODWIN, New Burlington st, Gold Laceman Sept 7 at 12 Bankruptcy bldg, Lincoln's inn
 THACKRAY, CHARLES, Leeds, Cloth Manufacturer Sept 11 at 3 Off Rec, 22, Park row, Leeds
 TURNER, HENRY, Manchester, Baker Sept 7 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 THOMAS, JOHN WYNNE, Portmadoc, Carnarvonshire, Boot Dealer Sept 17 at 2 Bankruptcy Office, Crypt chbrs, Chester
 WALTON, GEORGE, Leamington, Tobacconist Sept 10 at 11 Edward Thomas Peirson, Off Rec, 17, Hertford st, Coventry
 WAST, GEORGE, Shenley, Hertfordshire, Builder Sept 7 at 11 16 Room, 30 and 31, St Swithin's lane
 WARD, FRANCIS, Blackburn, Draper Sept 11 at 2 County Ct, Blackburn
 WHITE, C., address unknown, Printer Sept 7 at 12 33, Carey st, Lincoln's inn
 WILSON, ESTHER, Killingworth, Northumberland, Innkeeper Sept 11 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 WISE, JACOB, Watlington, Oxfordshire, Ironfounder Sept 10 at 11.30 1, St Aldates, Oxford

ADJUDICATIONS.

BAKER, ALFRED, jun, Regent st, Chemist High Court Pet July 9 Ord Aug 29
 BIDDLECOMBE, ALFRED JOHN, Rye lane, Peckham, Tobacconist High Court Pet Aug 4 Ord Aug 29
 CLARK, SAMUEL, Leicester, Carver Leicester Pet Aug 29 Ord Aug 29
 CORDELL, JOSEPH WEBB, Lascott's rd, Bowes pk, Clerk High Court Pet Aug 20 Ord Aug 27
 DAVIES, RICHARD, Bethesda, Carnarvonshire, Quarry Overlooker Bangor Pet Aug 27 Ord Aug 28
 FRASER, GEORGE, Wimborne Minister, Tranter Poole Pet Aug 29 Ord Aug 29
 FRYMAN, JAMES HERCULES, Great Grimsby, Hairdresser Great Grimsby Pet Aug 29 Ord Aug 29
 GRIFFITH, LEWIS, Bethesda, Carnarvonshire, Quarryman Bangor Pet Aug 27 Ord Aug 28
 GRIGG, WALTER THOMAS, Newport, I W, Draper Newport and Ryde Pet Aug 1 Ord Aug 16
 HINTON, GEORGE WILLIAM, Tyneham rd, Lavender hill, Wandsworth, Butcher Wandsworth Pet Aug 22 Ord Aug 28
 JOHNSON, EDWARD, Gracechurch st High Court Ord Aug 28
 LARTER, THOMAS, East rd, City rd, Furniture Dealer High Court Pet Aug 28 Ord Aug 28
 MASON, JAMES, Dalham, Suffolk, Grocer Cambridge Pet Aug 25 Ord Aug 27
 OWEN, J. G., Vernon rd, Clapham rd, no occupation Wandsworth Pet May 29 Ord Aug 28
 PHILLIPS, JOSEPH EDWARD SILVESTER, Wells st, Jermyn st, Clerk High Court Pet July 26 Ord Aug 29
 RIDLEY, JOHN, Newcastle on Tyne, Engineer Newcastle on Tyne Pet Aug 11 Ord Aug 27
 ROBERTS, JOSEPH, Tenby, Grocer Pembroke Dock Pet Aug 18 Ord Aug 27
 SIMM, JOSEPH, Ashton in Makerfield, Lancs, Provision Dealer Wigan Pet Aug 28 Ord Aug 28
 SMERDON, JOHN, Newton Abbot, Baker Exeter Pet Aug 27 Ord Aug 27
 SMITH, CHARLES EDWARD, SAMUEL WILLIAM COOKS, ALEXANDER MILNE, GEORGE MAXWELL COWLES, and HERBERT WILLIAM COWLES, Manchester, Manufacturers of Silk Manchester Pet July 27 Ord Aug 29
 SMITH, FREDERICK, Hexham, Northumberland, Clothier Newcastle on Tyne Pet Aug 13 Ord Aug 27
 THOMPSON, JOHN RICHARD, Kingston upon Hull, Hosier Kingston upon Hull Pet Aug 1 Ord Aug 27
 TOWARD, THOMAS, Shildon, Durham, Builder Durham Pet Aug 2 Ord Aug 28
 TUCK, FREDERICK, Landport, Hampshire, Painter Portsmouth Pet Aug 27 Ord Aug 27
 VINCENT, ROBERT WHYTE, Stratford, out of business High Court Pet Aug 29 Ord Aug 29
 WILLIAMS, HUGH, Bethesda, Carnarvonshire, Quarryman Bangor Pet Aug 27 Ord Aug 28

WOOSNAM, DAVID, Rhondda, Glamorganshire, Shoemaker Pontypridd Pet Aug 29 Ord Aug 28

ADJUDICATION ANNULLED.

JOY, WILLIAM, Little Clacton, Essex, Farmer Colchester Adjud July 4 Annul Aug 21

RECEIVING ORDERS.

London Gazette.—TUESDAY, Sept. 4.

AYES, WILLIAM TOM, Mansfield, Nottingham, Plumber Nottingham Pet Aug 30 Ord Aug 30
 AYLES, WILLIAM JOHN, Basingstoke, Licensed Victualler Winchester Pet Aug 30 Ord Aug 30
 BANNISTER, FRANCIS, Bournemouth, Solicitor Poole Pet Aug 17 Ord Aug 30
 BLAND, CHARLES WILLIAM, Gillingham, Kent, Organ Builder Rochester Pet Aug 31 Ord Aug 31
 BRAMLEY, HARRY, Stathern, Leicestershire, Butcher Leicester Pet Aug 30 Ord Aug 30
 CHAMLEY, RICHARD, Kendal, Miller Kendal Pet Sept 1 Ord Sept 1
 CLIMSON, REUBEN, Eastbourne, Builder Eastbourne and Lewes Pet June 28 Ord Aug 16
 CLINCH, SAMUEL DEUCE, Clifton, Broker Bristol Pet Aug 31 Ord Aug 31
 COOKE, THOMAS, Bedale, Yorks, Painter Northallerton Pet Aug 30 Ord Aug 30
 COUNT, ARTHUR CLARKE, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet Aug 31 Ord Aug 31
 COWHAM, ALFRED, Kingston upon Hull, Manager Leeds Pet Aug 30 Ord Aug 30
 COX, WAIVER, Underhill rd, Honor Oak, East Dulwich, Salesman High Court Pet Aug 31 Ord Aug 31
 CRAWFORD, JAMES REGINALD CRAWFORD, and JOHN JAMES MARRIOTT, Walsall, Lime Masters Walsall Pet Aug 30 Ord Aug 30
 CROCKFORD, GEORGE, sen, Salisbury, Hampshire, Gardener Portsmouth Pet Aug 30 Ord Aug 30
 CROCKFORD, JAMES, Litchfield, Hampshire, Gardener Portsmouth Pet Aug 39 Ord Aug 30
 DEWICK, JOHN, Wakefield, Hatter Wakefield Pet Aug 30 Ord Aug 30
 D'EYE, EDWARD HENRY RUST, Shingle Street on Sea, Suffolk, Gent Ipswich Pet Aug 16 Ord Aug 29
 DUCHE, JOHN, and JAMES DUCHE, Wednesbury, Wine Merchants Walsall Pet Aug 31 Ord Aug 31
 GREENWOOD, GEORGE, Savile Town, nr Dewsbury, Butcher Dewsbury Pet Aug 30 Ord Aug 30
 GRIFFIN, SUSANNA, Norwich, Hairdresser Norwich Pet Sept 1 Ord Sept 1
 HAMMOND, JOHN WALPOLE, Monk Soham, Suffolk, Farmer's Assistant Ipswich Pet Aug 30 Ord Aug 30
 HOLMWOOD, WILLIAM CHARLES, Melcombe Regis, Dorset, Grocer Dorchester Pet Aug 28 Ord Aug 30
 HUGGINS, DAVID, Melbourn, Cambs, Dealer Cambridge Pet Aug 31 Ord Aug 31
 HUNDLEY, FRANCIS ERNEST, Windsor rd, Holloway, Clerk High Court Pet Aug 30 Ord Aug 30
 LIDDINGTON, THOMAS JAMES, Tring, Hertfordshire, Miller Aylesbury Pet Sept 1 Ord Sept 1
 MCFADDEN, ROBERT, Liverpool, Grocer Liverpool Pet Aug 30 Ord Aug 30
 MELLOR, HENRY JOHN MOSES, Leicester, Hosiery Machine Maker Leicester Pet Aug 16 Ord Aug 30
 NEALE, WILLIAM BUCHANAN, Thicket rd, Anerley, Commission Agent High Court Pet Sept 1 Ord Sept 1
 PAGET, T., High st, Clapham, Florist High Court Pet Aug 10 Ord Aug 31
 PEATE, THOMAS, Whitburch, Salop, no occupation Nantwich and Crewe Pet Aug 18 Ord Aug 30
 ROBERTS, ROBERT H., Llandegai, Carnarvonshire, Quarryman Bangor Pet Aug 31 Ord Aug 31
 SCOTT, JOSEPH, Dorchester, Jeweller Dorchester Pet Aug 30 Ord Aug 30
 SINCLAIR, FREDERICK, Ashdon, Essex, Coal Merchant Cambridge Pet Aug 31 Ord Aug 31
 SPURGEON, ELIZABETH, and SAMUEL SPURGEON, Nethergate, Norfolk, Grocers Norwich Pet Aug 21 Ord Aug 31
 STONE, THOMAS, Bideford, Bootmaker Barnstaple Pet Aug 31 Ord Aug 31
 TAYLOR, ELL, Park Gate, Hampshire, Labourer Portsmouth Pet Aug 30 Ord Aug 30
 TAYLOR, JAMES, Salisbury, Hampshire, Gardener Portsmouth Pet Aug 30 Ord Aug 30
 TOULLE, JAMES, sen, Brighton, no occupation Brighton Pet Aug 29 Ord Aug 29
 TOULLE, JAMES, jun, Brighton, Manager Brighton Pet Aug 29 Ord Aug 29
 WEST, CHARLES, Park Gate, Hampshire, Gardener Portsmouth Pet Aug 30 Ord Aug 30
 WHITE, WILLIAM, George st, Croydon, Provision Merchant Croydon Pet Aug 30 Ord Aug 30
 WINSTONE, JOHN, Hay, Brecknockshire, Licensed Victualler Hereford Pet Aug 24 Ord Aug 30
 WOODWARD, GEORGE, Sheffield, Grocer Sheffield Pet Aug 30 Ord Aug 30
 WRAGO, EDWARD JOHN, Whitechapel rd, Coach Builder High Court Pet Aug 19 Ord Aug 29

RECEIVING ORDER RESCINDED.

PENRICE, HERBERT NEWTON, Northumberland avenue, late a Captain in Royal Engineers High Court Rec Ord June 15 Annul Sept 1

FIRST MEETINGS.

ALLEN, ALFRED, Newbury, Berks, Painter Sept 12 at 12.30 Few & Dreweatt, Newbury
 AYLES, WILLIAM JOHN, Basingstoke, Licensed Victualler Sept 12 at 3 Off Rec, 4, East st, Southampton
 BARTON, THOMAS, Bourton on the Water, Miller Sept 13 at 4.30 New Inn, Bourton on the Water, Gloucester
 BASTICK, WILLIAM HENRY, Nottingham, Hatter Sept 11 at 11 Off Rec, 1, High pavement, Nottingham
 BECKING, EDMUND, Billingsgate Market, Fish Salesman Sept 11 at 11 33, Carey st, Lincoln's inn
 BERGER, JOSEPH, Middleborough, Boot Dealer Sept 13 at 11 Queen's Hotel, Leeds
 BERTON, JULES ANDRE, Liverpool, Cotton Broker Sept 14 at 12 Off Rec, 35, Victoria st, Liverpool
 BLAND, CHARLES WILLIAM, Gillingham, Kent, Organ Builder Sept 14 at 1.30 Off Rec, High st, Rochester
 BRAMLEY, HARRY, Stathern, Leicestershire, Butcher Sept 14 at 3 28, Friar lane, Leicester
 CAWTH, CHARLES ARTHUR, Landport, Hampshire, Baker Sept 17 at 3 168, Queen st, Portsea
 CLARK, JOSEPH JOHN SLADE, Brighton, Oilman Set 11 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 CLARK, SAMUEL, Leicester, Carver Sept 14 at 12.30 28, Friar lane, Leicester
 CORDELL, JOSEPH WEBB, Lascott's rd, Bowes pk, Clerk Sept 13 at 11 33, Carey st, Lincoln's inn

COUNT, ARTHUR CLARKE, Newcastle on Tyne, Jeweller Sept 14 at 11 Off Rec, Pink ln, Newcastle on Tyne
 COX, JOSEPH, Hailey, nr Witney, Publican Sept 14 at 11.30 1, St Aldates, Oxford
 CRAMP, ROBERT, New st, Kennington, out of business Sept 13 at 12 33, Carey st, Lincoln's inn
 CROCKFORD, GEORGE, the elder, Salisbury Green, nr Salisbury, Gardener Sept 17 at 4 166, Queen st, Portsea
 CROCKFORD, JAMES, Fleet End, nr Titchfield, Gardener Sept 17 at 4 166, Queen st, Portsea
 DAVIS, HENRY, Church st, Stoke Newington, Cheesemonger Sept 11 at 11 16, Room, 30 and 31, St Swithun's lane
 FORD, WILLIAM, Manchester, Restaurant Proprietor Sept 11 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 FRASER, GEORGE, Wimborne Minster, Tranter Sept 12 at 12.30 Off Rec, Salisbury
 FRENCH, JOE JOSEPH, High st, Notting Hill, Florist Sept 11 at 11 Bankruptcy bldgs, Lincoln's inn
 FREYMAN, JAMES HERCULES, Great Grimsby, Hairdresser Sept 12 at 12.30 Off Rec, 3, Hay st, Grimsby
 HAMMOND, JOHN WALPOLE, Monk Soham, Suffolk, Farmer's Assistant Sept 11 at 12 Off Receiver, Ipswich
 HINTON, GEORGE WILLIAM, Tyneham rd, Lavender hill, Wandsworth, Butcher Sept 11 at 12 109, Victoria st, Westminster
 HOLMWOOD, WILLIAM CHARLES, Melcombe Regis, Grocer Sept 14 at 1.15 Off Rec, Salisbury
 HUGGINS, DAVID, Melbourn, Cambridgeshire, Dealer Sept 21 at 12.30 Off Rec, 5, Petty Cury, Cambridge
 HUNT, JOHN, Savoy st, Strand, Managing Director of a Public Co Sept 11 at 12 33, Carey st, Lincoln's inn
 JONES, EDWARD, Manchester, Tailor Sept 11 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 KINSEY, ARTHUR, Lancaster, Silk Mercer Sept 12 at 2 King's Arms Hotel, Lancaster
 KPOWLES, JOHN, Crompton, Lancashire, Innkeeper Sept 28 at 10 Off Rec, Priory chmbrs, Union st, Oldham
 LEANEY, ALFRED GEORGE, Isbury, Wilts, Veterinary Surgeon Sept 11 at 12.30 Off Rec, Salisbury
 MELLOR, HENRY JOHN MOSES, Leicester, Hosiery Machine Maker Sept 13 at 12.30 28, Friar lane, Leicester
 OAKE, JOSEPH BLAKE, Union rd, Rothe-hith, Engineer Sept 12 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 OGDEN, LINCOLN, and JAMES ALFRED MEE, Manchester, Provision Merchants Sept 11 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 PAUL, HENRY JOHN, Buryhill rd, Kentish Town, Architect Sept 13 at 12 33, Carey st, Lincoln's inn
 PEATE, THOMAS, Whitburch, Salop, Grocer Sept 13 at 11 Royal Hotel, Crewe
 SANDS, WILLIAM BETHILL, Builder Sept 11 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SAUNDERS, THOMAS, Holland rd, Kensington, Gent Sept 12 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SCOTT, JOSEPH, Dorchester, Jeweller Sept 12 at 1.15 Off Rec, Salisbury
 SHACKLETON, JOHN, Richmond, Yorks, Paper Manufacturer Sept 13 at 11.30 Queen's Hotel, Leeds
 SIMM, JOSEPH, Ashton in Mackerfield, Lancs, Provision Dealer Sept 11 at 10.30 Wigan County Court
 SINCLAIR, FREDERICK, Ashdon, Essex, Coal Merchant Sept 21 at 12 Off Rec, 5, Petty Cury, Cambridge
 SMITH, EDWARD BURGESS, Hertford, occupation not known Sept 11 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SULLIVAN, G. T., Gresham st, Manufacturer's Agent Sept 13 at 11 33, Carey st, Lincoln's inn
 TAYLOR, ELL, Park Gate, nr Salisbury, Hants, Labourer Sept 17 at 4 166, Queen st, Portsea
 TAYLOR, JAMES, Salisbury, Hants, Gardener Sept 17 at 4 166, Queen st, Portsea
 THOMPSON, CHARLES, Home-on-Spalding Moor, Yorks, Joiner Sept 14 at 12 Off Rec, Trinity House lane, Hull
 TOULLE, JAMES, sen, Brighton, no occupation Sept 12 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 TOULLE, JAMES, jun, Brighton, Manager Sept 12 at 12.30 Off Rec, 4, Pavilion bldgs, Brighton
 TOVEY, CHARLES, Newport, Mon, Undertaker Sept 12 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
 TUCK, FREDERICK, Landport, Painter Sept 17 at 3.30 166, Queen st, Portsea
 VERRIER, ELIZABETH, and JOHN WILLIAM VERRIER, Taunton, Builders Sept 11 at 11.30 Off Rec, Middle st, Taunton
 VETTER, VICTOR, present address unknown Sept 13 at 11 Bankruptcy bldgs, Lincoln's inn
 WEST, CHARLES, Park Gate, nr Salisbury, Gardener Sept 17 at 4 166, Queen st, Portsea
 WEST, GEORGE FRANCIS, Lime st, Clerk Sept 12 at 11 33, Carey st, Lincoln's inn
 WILSON, ROBERT, Brunswick gdns, Kensington Sept 11 at 11 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette of Aug 28.

BUTLER, JOHN ALFRED, Bridgwater, Farrier Sept 4 at 11 Bristol Arms Hotel, Bridgwater

ADJUDICATIONS.

ALLEN, ALFRED, Newbury, Berks, Painter Newbury Pet Aug 17 Ord Aug 30
 ANDREWS, SIGMUND MARTIN, Bunhill row, Mantle Manufacturer High Court Pet July 26 Ord Aug 30
 AYLES, WILLIAM JOHN, Basingstoke, Licensed Victualler Winchester Pet Aug 30 Ord Sept 1
 BLAND, JOHN THOMAS, Fleckney, Leicestershire, Builder Leicester Pet Aug 31 Ord Aug 28
 BLAND, CHARLES WILLIAM, Gillingham, Organ Builder Rochester Pet Aug 31 Ord Aug 31
 BRAMLEY, HARRY, Stathern, Leicestershire, Butcher Leicester Pet Aug 37 Ord Aug 30
 BROOKS, CHARLES WILLIAM, Bournemouth, Ironmonger Poole Pet July 28 Ord Sept 1
 CADWALLADER, WILLIAM HENRY, Compton, nr Wolverhampton, Clerk Wolverhampton Pet Aug 27 Ord Aug 31
 CHAMLEY, RICHARD, Kendal, Miller Kendal Pet Sept 1 Ord Sept 1
 CLARK, JOSEPH JOHN SLADE, Brighton, Oilman Brighton Pet Aug 24 Ord Aug 27
 CLINCH, SAMUEL DEUCE, Clifton, Broker Bristol Pet Aug 31 Ord Sept 1
 COOKE, THOMAS, Bedale, Yorks, Painter Northallerton Pet Aug 30 Ord Aug 30
 COUNT, ARTHUR CLARKE, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet Aug 31 Ord Aug 31
 COX, JOSEPH, Hailey, nr Witney, Publican Oxford Pet Aug 27 Ord Aug 31
 COX, WAIVER, Underhill rd, Honor Oak, East Dulwich, Salesman High Court Pet Aug 31 Ord Aug 31
 COWHAM, ALFRED, Kingston upon Hull, Hair Dresser's Manager Leeds Pet Aug 30 Ord Aug 30

D'EYE, EDWARD HENRY RUST, Shingle street on sea, Suffolk, Gent Ipswich
Pet Aug 15 Ord Aug 30
DEWICK, JOHN, Wakefield, Hatter Wakefield Pet Aug 30 Ord Aug 30
DENYER, GEORGE KIMBER, St Alban's, Plumber St Albans Pet Aug 10 Ord
Aug 31
DODD, BENJAMIN JENKINS, Rhoallanerchrugog, Denbighshire, Boot Dealer
Wrexham Pet Aug 29 Ord Sept 1
DOWSON, CHARLES WILLIAM ERNEST, Sheffield, Draper Sheffield Pet Aug 14
Ord Sept 1
FAIRHALL, HENRY, Rye, Clerk Hastings Pet Aug 16 Ord Aug 29
GIER, CHARLES HENRY, St Leonard's on Sea, Schoolmaster Hastings Pet Aug
29 Ord Aug 29
GREENWOOD, GEORGE, Savile Town, nr Dewsbury, Butcher Dewsbury Pet
Aug 30 Ord Aug 30
HAMMOND, JOHN WALFORD, Monk Soham, Suffolk, Farmer's Assistant Ipswich
Pet Aug 30 Ord Aug 30
HARRIS, JOSEPH THOMAS, Lansdowne hill, West Norwood, Engineer High Court
Pet July 31 Ord Aug 31
HASTE, R. B., Bristol, Wool Broker Bristol Pet Aug 4 Ord Aug 31
HUGGINS, DAVID, Melbourn, Cambridgeshire, Dealer Cambridge Pet Aug 31
Ord Aug 31
KINSEY, ARTHUR, Lancaster, Silk Mercer Preston Pet June 27 Ord Sept 1
LANSDALE, DAVID, Rotherfield, Sussex, Licensed Victualler Tunbridge Wells
Pet Aug 22 Ord Aug 29
LARKHAM, HENRY, Birmingham, Station Master Reading Pet July 3 Ord
Aug 30
LAZARUS, DAVID, Manchester, Club Proprietor Manchester Pet Aug 13 Ord
Sept 1
MANNERING, THOMAS DAVID, Rye, Coach Builder Hastings Pet July 21 Ord
Aug 31
MCFADDEN, ROBERT, Liverpool, Grocer Liverpool Pet Aug 30 Ord Aug 31
NICHOLSON, SAMUEL F. BOWERS, Manchester, Wine Merchant Manchester
Pet May 11 Ord Aug 31
NICOLLS, EDWARD, Callington, Cornwall, Solicitor East Stonehouse Pet July
16 Ord Sept 1
ODDEN, LINCOLN, and JAMES ALFRED MEE, Manchester, Provision Merchants
Salford Pet Aug 25 Ord Aug 31
PAULL, HENRY JOHN, Burghley rd, Kentish Town, Architect High Court Pet
Aug 20 Ord Aug 30

RHODES, THOMAS, Birmingham, Fancy Goods Dealer Birmingham Pet Aug 26
Ord Aug 31
ROBERTS, DAVID, Llanfihangel glyn myfyr, Denbighshire, Farmer Wrexham
Pet Aug 14 Ord Aug 30
SAINSBURY, GEORGE SAUNDERS, Bristol, Coal Factor Bristol Pet July 31 Ord
Aug 31
SINCLAIR, FREDERICK, Ashdon, Essex, Coal Merchant Cambridge Pet Aug 31
Ord Aug 31
SPURGEON, ELIZABETH, and SAMUEL SPURGEON, Nethergate, Norfolk, Grocers
Norwich Pet Aug 30 Ord Aug 31
STONE, THOMAS, Bideford, Bootmaker Barnstaple Pet Aug 31 Ord Aug 31
TURNER, WILLIAM, Oldham rd, Licensed Broker Manchester Pet Aug 28 Ord
Sept 1
VERRIER, ELIZABETH, and JOHN WILLIAM VERRIER, Taunton, Builders Taunton
Pet Aug 23 Ord Aug 31
WALE, WILLIAM, and WILLIAM HENRY WALE, New Evington, Leicestershire,
Builders Leicester Pet Aug 18 Ord Aug 23
WALKER, WILLIAM THEODORE, Aston, Boot Dealer Birmingham Pet Aug 7
Ord Sept 1
WARDEN, THOMAS, Leicester, Builder Leicester Pet June 13 Ord Aug 17
WHITE, WILLIAM, Croydon, Provision Merchant Croydon Pet Aug 30 Ord
Aug 30
WILSON, ESTHER, Killingworth, Northumberland, Innkeeper Newcastle on
Tyne Pet Aug 28 Ord Sept 1

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of
the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks,
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ESTABLISHED 1869.
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ESTABLISHED BY THE LATE GEO. REYNELL IN 1812.

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SUBSCRIBED CAPITAL, ONE MILLION.
£100,000 PAID UP.

The Hon. BARON POLLOCK.
The Hon. Mr. JUSTICE KAY.

TRUSTEES:

The Hon. Mr. JUSTICE DAY.
The Hon. Mr. JUSTICE GRANTHAM.

Offices: No. 9, SERLE STREET, LINCOLN'S INN, W.C.

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1. Fidelity guarantee.
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Provision has been made not to interfere with the administration of Trusts by Solicitors.
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By order of the Board,

THOS. R. RONALD, General Manager and Secretary.

THE BRITISH LAW FIRE INSURANCE COMPANY, LIMITED.
Capital £1,000,000.
Subscribed Capital £500,000.
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H. FOSTER CUTLER, Manager and Secretary.
Offices, 5, Lothbury, Bank, London, E.C.

IMPERIAL FIRE INSURANCE COMPANY.
Established 1803.
1, Old Broad-street, E.C., and 22, Pall Mall, S.W.
Subscribed Capital, £1,300,000; Paid-up, £300,000.
Total Invested Funds over £1,800,000.
E. COZENS SMITH,
General Manager.

NORTHERN ASSURANCE COMPANY.
Established 1836.
LONDON: 1, Moorgate-street, E.C. ARDEN, 1, Union-terrace.
INCOME & FUNDS (1887):—
Fire Premiums ... £697,000
Life Premiums ... 197,000
Interest ... 141,000
Accumulated Funds ... £3,421,000

21,000

SEPTEMBER